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1833


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OFFICIAL PAPERS.

J. E. LEE WARNER, Esq.

COMMISSIONER OF REVENUE AND CIRCUIT
MONGHYR.

SIR.

Having been charged with bribery, and combination to ruin the estate entrusted to my management, and being called on by the Acting Collector to reply to the charges on the 19th of this month, that date being appointed for the hearing of evidence, and being allowed no more time than five days to meet the machinations of a Cabal which has been pretty openly formed against me, I am placed under the necessity of informing you that the Court, which is prepared to try the case, is far from being competent.

The local authorities of this district, I regret being placed under the necessity to state, have personally so mixed themselves up with the circumstances of the case that they cannot possibly constitute unbiased Judges. I beg leave to inform you at the same time that it will be indispensably necessary for me to subpoena both Mr. Hawkins and Mr. Read, in common with other european and native residents of the district, to lay open the machinations which have been formed against me, and the exposure of which will chiefly constitute the nature of my defence.

I have by a petition, presented this day, protested against the Collector's proceeding in the business till the receipt of an answer from you,—and begged that my petition be forwarded to your Court.

The appointment of a competent Officer, personally unconnected with the circumstances of the case, is indispensable to the ends of Justice, I therefore humbly submit, that the case may be taken up without delay by the appointment of an unexceptionable person by Government, and that this my request be forwarded to Government by you.

As my addressing this public letter to you has reference to european officers only, and as I am pressed for time, I hope it will not be considered irregular.

I have the honor to be &c. &c.

Purncea, 16th August, 1833.

A. IMLACH,

MR. READ'S ACCUSATION.

To E. LEE WARNER Esq. COMMISSIONER OF REVENUE.

12 DIVISION MONGHYR.

SIR, I have the honor to submit herewith, for your consideration and orders, certain papers on which my instructions have been solicited by Mr. Imlach, *Surburakar* of Huvelly &c. Purgunnahs.

2. The documents submitted by Mr. Imlach bear reference to an application made by the Messrs. Palmer, *Moostajids* of Purgunnah Huvelly and others, to the *Surburakar* for a remission from the amount of rent which they have stipulated to pay agreeably to the *kubooliat* they have executed, to such an extent as shall enable them to carry on the farms.

3. On a perusal of the papers submitted, the question naturally suggests itself, whether the *Surburakar* of an estate appointed under the provisions of section 26 Regulation V. of 1812 has the power of making a remission to a *moostajir* from the annual amount he has stipulated to pay.

4. In considering this point I beg to draw your attention to the following words in the above quoted enactment as pointing out the duties of a *Surburakar* to manage the estate, that is, "to collect the rents, and discharge the public revenue, and provide for the cultivation and future improvement of the estate." To these words I may add the commentary of the Superior Court upon them made on the 3d. February 1816. "The responsibility of managers of estate must be considered that of an agent acting for the benefit of his principal and bound to a faithful discharge of the trust committed to him."

5. The above quotations, as far as I am aware, comprise the whole law on the general duties of *Surburakars*; and from them it appears to be sufficiently clear, that the *Surburakar* has the full power of granting a remission, especially when, as in the present instance, the settlement from which the remission is requested was made by himself; that it is his duty to require *moostajirs* to pay up the full amount of their rents, if such can be done without impoverishing the estate; but that if from circumstances, or any unforeseen causes, it should appear that the making such a demand from the *Surburakars* *thence*, would lead to a system of rack-rent, and therein a necessity, to the greatest injury to the estate, it not only is

MR. IMLACH'S REPLY.

TO THE MEMBERS OF THE SUDDER

*Board of Revenue,**FORT WILLIAM*

*The humble Petition of ALEXANDER IMLACH Manager
of the Muhalat Pergunnas Havelly Poorneah &c.*

SHEWETH,

1. That, your Petitioner, on hearing that the Officiating Collector, *Mr. F. E. Read*, had forwarded to the Commissioner of Revenue, all the papers submitted by your Petitioner to him, on the subject of the remission of Twenty-four thousand Rupees per annum solicited by the *Mootahids, C. and G. Palmer*, from the amount of rent they have stipulated to pay, and that Mr. Officiating Collector *Read's* report upon the occasion was in support of the *Mootahids*, and attached neglect of duty to your Petitioner as Manager of the Estate, your Petitioner applied by Petition on the 20th August for copy of the report, together with copy of another report, which had been forwarded with *Bejai Govind Sing's* Petitions of the 14th and 16th August, charging your Petitioner "with not having granted the remission in consequence of not having received a bribe for so doing" but the Acting Collector refused to grant the copies solicited; that your Petitioner then, in consequence of Mr. Officiating Collector *Read's* refusal, applied by Petition on the 23rd August to the Commissioner of Revenue for them, as well as for a copy of *Bejai Govind Sing's* Petition of the 16th August, but was informed, that previous to the presentation of your Petitioner's application, all the papers had been transmitted to your Board; that from the Board at length your Petitioner has been fortunate in obtaining copies of the above mentioned papers; and that your Petitioner, owing to the untoward combination of the foregoing circumstances, has been disabled from laying before the Board his answer in defence at an earlier period.

2. That Mr. Officiating Collector *Read's* report of the 16th August before your Petitioner proceeds any further, requires a few observations at your Petitioner's hands as necessary to his defence; your Petitioner, therefore craves leave, in the first place, to call the attention of the Board to the general tone of the Report, and humbly to submit to their consideration, whether it breathes not throughout in a

MR. READ'S ACCUSATION.

within his power, but becomes his duty by virtue of which he is bound to act for the benefit of his principal to take effectual measures for obviating the occurrence of such evils.

6. It may further be necessary to advert to the causes which predominate in the appointment of a *Surburakar*. These are sufficiently laid down in the enactment under which *Mr. Imlach* holds his office: and are defined as inconvenience to the public and injury to private rights having been experienced in certain cases from disputes subsisting among the proprietors of joint undivided Estates, the inconvenience to public rights must of course primarily refer to the due regulation of the Government Revenue the payment of which might be rendered precarious by proprietors of joint undivided Estates disputing among themselves. It is obvious to what the words "private rights" refer and they sufficiently indicate that one of the great objects in the appointment of a manager consists in preventing such proprietors injuring each other in matters connected with their Estate by demonstrations of that hostility which they not unfrequently entertain towards each other and to obviate the effects of which is the duty of the *Surburakar*.

7. A perusal of the papers submitted, suggests a remark naturally arising from a consideration of the legal enactment above mentioned. Viz; that the rules for the appointment of *Surburakars* contemplate a difference of opinion amongst the proprietors of joint undivided Estates, and the settlement of those differences by the interference of a *Surburakar* appointed for the common benefit of all. Could it be taken for granted that no differences or disputes would arise were it possible to apprehend that the living proprietors of joint Estates in full possession and management of their property would tend to no inconvenience to public, or injury to private rights the appointment of a manager would clearly be superfluous.

8. It appears then clear that under circumstances requiring it the *Surburakar* has the power to grant a remission to his *Moostajirs*. I have entered thus at length into the subject as *Mr. Imlach* though he has admitted in the latter part of his correspondence with the *Moostahids* as also in his *Urzee* to me that he had the power to remit seems at first to have thought otherwise. I shall be obliged by your favoring me with your sentiments in confirmation or refutation of the opinion I have expressed.

MR. MELACH'S REPLY.

remarkable degree rather the warmth of interested advocacy, and even something more, than the cool dispassionate representation of an inferior public Functionary to his immediate superior in office? and that representation too addressed to such superior, as one is naturally led to infer from the conclusion of the 7th Paragraph, on a mere matter of opinion:—

3. That out of respect to your Board, your Petitioner passes over in silence the labored display of apparently logical argumentation, and syllogistic precision, which have been manifestly brought forth with no small effort, to screen the Collector from responsibility, at the risk of the *Surburakar*, on the subject of granting remission in stipulated rent.

4. That your Petitioner now begs leave to proceed with commenting upon Mr. Officiating Collector *Read's* report, from the 10th Par. onwards, being the place where he is pleased to descend from generalization in the division of official responsibility, to the particular instance of your Petitioner's management with reference to the *Muhalat* of Purgunnas Havelly, Poorneah, &c. in the capacity of *Surburakar*

MR. READ'S ACCUSATION.

9. Being the officer responsible for the selection of a proper person to fill the office of *Surburakar* it is necessary that I should advert to the proceedings of *Mr. Imlach* on the application of the *Messrs. Palmer*. With respect to the application itself my own opinion is, that the Revenue Authorities are not competent to direct the *Surburakar* to grant any remission in such cases; it being the duty of the Collector on a due consideration of all the circumstances of the case, only to advertise the *Surburakar* how he ought to act, leaving it to him to accept or reject that advice, as he may think fit, at the same time holding him responsible for the result of his proceedings. In the event moreover of the possibility of your entertaining a different opinion to the effect that the Revenue Authorities *can* interfere I propose to enter into a full consideration of the papers submitted and of the facts, and circumstances connected with them.

10. It appears then that *Messrs. Palmers* addressed *Mr. Imlach* on the 17th Cheyte last (4 months ago) laying before him the dreadful state of wretchedness and misery to which the *Kyotts* in the *Purgunnahs* farmed by them were reduced; they stated the utter incapability of the Estate to yield a sum sufficient for the payment of the stipulated rents: and they requested a favorable consideration of these matters, in the hope that some settlement would be made to enable them to carry on the farms without incurring the risk of involving themselves and all connected with them in irretrievable ruin. This representation was forwarded by *Mr. Imlach* to the *Zumindars* but it not appearing that *Mr. Imlach* had himself taken any measures to ascertain the correctness or otherwise of the allegations urged by the *Mootahids*, I called upon him to explain whether he had taken any such measures or not. His reply of the 12th Instant I cannot pronounce to be any thing but an evasion of the question.

11. *Mr. Imlach* certainly acted right in forwarding the representation of the *Mootahids* to the *Zumindars*: but he appears completely to have mistaken the nature of his duty when he rested satisfied with having so acted. It was his place to have set on foot immediate enquiries for the purpose of ascertaining the correctness or otherwise of the allegations urged, he should have enquired of the *Moostajirs* and *Putwarees*, and others whether such distress really existed: and if not then satisfied it was his place to have visited every *Purgunnah*, *Talooka* and *Village* in the Estate of which he has the management for the purpose of gaining information

MR. IMLACH'S REPLY.

5. That, in the 10th Par. the doleful picture of wretchedness and misery to which the *Ryotts* are said to be reduced and the consequent utter incapability of the Estate to yield a sum sufficient for the payment of the stipulated rent, is rather too highly coloured; and that the charge of evasion attempted to be fixed on your Petitioner, is not sufficiently grounded in fact, to affect your Petitioner seriously; that your Petitioner will have occasion to exhibit proofs of the former in replying to a subsequent portion of the Report, and for proof of the latter, he has only to beg a reference to his Urzee of the 12th August, addressed to the Officiating Collector; whence it will be seen, that your Petitioner was not altogether so very ignorant of the real internal state of the Zumdarees in his charge, as either to consider a tour of inspection and enquiry through them necessary at the time or to accede to the demands of the *Mootahids* upon their plausible general statements.

6. That, in the 11th Par. your Petitioner is charged with "not moving in the business for four months, at the expiration of which, with issuing the Pooneah Chitties, or orders to his *Moostajirs* to hold the usual festival at the commencement of the collecting year, and within five days of the holding of this festival, calling upon the *Moolahids* to furnish him with accounts which will shew what each *Ryott* requires as remission to keep him upon the spot which he cultivates; that is detailed accounts of the capability of the inhabitants of near one third of the whole district, which, if procurable at all, could not be furnished under six months:." That your Petitioner here begs leave

MR. READ'S ACCUSATION.

on a point which so nearly concerned the welfare of the Estate entrusted to his charge—Instead however of taking any measures he does not move in the business for a period of four months at the expiration of which he issues the Pooneah Chitties, or orders to his *Moostajirs* to hold the usual festival at the commencement of the collecting year ; and within five days of the holding of this festival he calls upon the *Mootahids* to furnish him with accounts which will shew what each *Ryott* requires as remission to keep him upon the spot he cultivates ; that is, detailed accounts of the capabilities of the inhabitants of near one third of the whole district, if procurable at all could not be furnished under six months. *Mr. Imlach* ought not to suppose that a large Salary of 700 Rupees per mensem is given him for doing nothing, nor should he merely sit in his Kutcheree as in a Court of Justice, and demand legal proof of every thing his *Ryotts* and *Moostajirs* may tell him ; some little personal communication is advisable as it is the anomaly is presented by a *Surburakar* in apparent ignorance of the state of his *Ryotts*.

MR. IMLACH'S REPLY.

to observe in reply, that, may not the *Mootahids*, consistently with common sense, be supposed to have collected, and digested the requisite information, ere they ventured to state any material loss, or demand any considerable remission, with any semblance of exactness, or the hope of obtaining consideration? that, the calling for this account originated at the late hour so strongly pointed out in the report, in a friendly conference, and apparently friendly advice of the Officiating Collector, and the Judge of the district; yet it has been converted into an official weapon of attack upon your Petitioner, and by the prevailing spirit of advocacy attempted to render it impressive by a Rhetorical exaggeration. Does the Officiating Collector really mean, that such an account must necessarily represent in detail, the capabilities of the Inhabitants of nearly one third of the whole district? and does the Officiating Collector actually believe, that the whole of this imaginary division of his District, without exception, stand in need of participation in the solicited relief? whatever be the amount of the Officiating Collector's actual knowledge, and belief with respect to the general state of his district at large, your Petitioner's information regarding all the Estates entrusted to his management, enables him to state, and to prove to your Board in few words, that they at least are not involved in such general wretchedness and misery, as are depicted in the Officiating Collector's report: that, the *Zumindarees* of *Soorjepore*, *Sowsa Bunbhag* &c. and *Kanthnagur* &c. of which your Petitioner has the management, the first mentioned adjoining the *Pergunnas* of *Futahpore*, *Singheea* and *Sreepore*, and other parts of this Estate, and is situated alike on the borders of the *Morung*; the second is situated in the heart of the Estate, and the last to the South of it; that the *Moostajirs* and *Ryotts* of these three *Zumindarees*, have observed the same punctuality, and paid the same extent of rent in 1240 *Moolkee*, as they did in 1239: and, that, the Estates of *Puwakhatee*, and *Teera Kharda*, and *Dhappur*, are likewise situated on the borders of the *Morung* and are adjacent to the *Mootahids* farm, and are managed by their respective *Zumindars*; yet there exists no complaint of any such dreadful wretchedness and misery, and the running away of *Ryotts* from their Estates, or from the three Estates under your Petitioner's charge, as one might be led to infer as being general from Mr. Officiating Collector *Read's* sweeping report,—that the *Mootahids* in 1239 *Moolkee*, paid the sum of Rupees

MR. READ'S ACCUSATION.

11
MR. IMLACH'S REPLY.

3,84,000, and in 1240 *Moolkee* only the sum of Rupees 3,36,000, and the Estate is said by them to be incapable of yielding the stipulated rent,—although, if a correct account of the rent exacted by the *Mootahids C. and G. Palmer's Moostajirs Dur Moostajirs, Katkeenadars &c.* were furnished, it would exhibit a most fustil Collection of at least 50 per cent more :—that in reply to Mr. Officiating Collector *Read's* observations, that “*Mr. Imlach* ought not to suppose, that a large salary of 700 Rupees per mensem, is given him for doing nothing ;—nor should he merely sit in his *Kutcharee*, as in a Court of Justice, and demand legal proof of every thing his *Ryotts* and *Moostajirs* may tell him :—some little personal communication is advisable ; as it is, the anomaly is presented of a *Surburakar* in apparent ignorance of the state of his *Ryotts*.”—Your Petitioner begs leave to state, that so far from presenting in his own person the anomaly as described by Mr. Officiating Collector *Read*, he feels himself qualified by information, and prepared with proof, to deny the correctness of *Mr. Read's* general description, as well of the prevalent distress, as of the real force and extent of its causes ; that your Petitioner in carrying on the business of the Estate, has never dared to affect or imitate the Judge in his office ; but must certainly plead guilty to a want of latitude in his faith in not believing all that has been alleged or represented in the *Mootahids* letter of the 16th Chite ; that, your Petitioner has a right in denying that the Estate is on the brink of ruin, and hurrying on to destruction ; that, as a proof, may your Petitioner be permitted to ask, that if he had really erred, in not moving about for 4 months, would the Guardian of the Minor, and the Proprietors (of whom one has subsequently become his Accuser,) have remained quietly in their Houses, for the space of 4 months, without taking any notice of the *Mootahids* account of wretchedness and misery, and their consequent claim of remission and remuneration, if the Estate had really been in danger ? Does not common sense forbid the belief that they would ? Your Petitioner begs leave here to state the real condition of some of the farms which the *Mootahids* hold :— it is affirmed by the people, and generally acknowledged by the *Putwarces*, as well as otherwise pretty well known, that the oppressions and exactions of the *Mootahids*, as well as their *underfarmes*, have reduced the *Ryotts* to Poverty and Distress ; that, the difficulty of obtaining redress for their greivances is generally greater than

MR. READ'S ACCUSATION.

12. For what purpose *Mr. Imlach* could have required such papers at the period when it was necessary that all settlements with the cultivators should have been made by the *underfarmers* and others, excepting it were for the purpose of postponing the settlement of the matter to an indefinite period, is altogether inexplicable.—If he were not satisfied with the accounts and papers laid before him ; if after making personal and local enquiries he still entertained any doubt of the real state of affairs, and had considered such accounts necessary it was his place to have called for them as soon as possible after the receipt of the *Mootahids* first application.—Even had they been laid before him—it is not quite clear that they could have thrown much light upon the subject supposing (and I know not that I am supposing any thing other than the truth for I find it recorded) that the *Ryotts* had been settled by the *Mootahids* and *Dur Moostajirs* (acting in expectation of a settlement with their Landlord) on the understanding that no more than a certain sum should be demanded from them : and that the aggregate of the sums thus payable by the *Ryotts* would not amount to the sum payable to the *Sarburakar* by the *Mootahids* the nonfulfilment of a settlement with the *Manager* would naturally lead to a

MR. IMLACH'S REPLY.

the *Ryotts* could venture to encounter either in the Civil Courts, or the Criminal; the notoriety of the paramount influence of the *Mootahids*, and under their protecting power, the comparative safety of their immediate *underfarmes*, generally proving a sufficient bar to the institution of suits against them, on the part of the suffering *Ryotts* a bar, which it is not in the power of a solitary individual like your Petitioner to remove; that if proofs of its existence be called for, and a proper investigation take place, your Petitioner will be found prepared to challenge the examination of the *Fouzdarees* records, and to indicate the manifold sources of their influence in the Civil Courts;—that with reference to the Salary of your Petitioner, so broadly hinted at by Mr. Officiating Collector *Reud*, he begs leave to observe, that when your Petitioner was appointed, 700 Rupees per mensem were not considered by the then Collector too much for the responsibility and the duties of the charge; that his Predecessors never received less than 500 Rupees or more than 700 Rupees monthly; that this very subject was brought before the Commissioner of Revenue in 1829, and admitted; and that the accounts of the Estates entrusted to his care, exhibit the best proof, under whose management the Proprietors have realized the greatest profit.*

7. That the 12th Par, of the Officiating Collector's report, which deals in *supposition*, and pretends to be founded in *fact*, needs not a lengthened notice at your Petitioner's hands: it confounds the time of settling with the cultivators, with that of the commencement of the season for reaping and collecting,—calculates on settlements alleged to be made in the *expectation* of a settlement with the Landlords, and on the understanding that no more than a certain sum should be demanded from them, asserts the aggregate of the sums thus payable by the *Ryotts* to be short of the amount payable to the *Sarburakkar* by the *Mootahids*; and thence as if he had been dealing in facts, deduces as consequences "the nonfulfilment of a settlement," and "a breach of the understanding,"—and the question, then becoming not one of remission to the *Ryott*, but of excess to his *Jumma*, consequences, which are the offspring of a fertile imagination enlisted into the service in support of the cause of friends.

MR. READ'S ACCUSATION.

breach of this understanding and then the question would be not what a remission the *Ryott* requires from his present jumma ; but what excess to his present jumma would he consent to give before deserting his present Jote, It appears to me that the calling for such accounts when the Estate would appear to be hurrying to destruction involves an absurdity.

13. It is observable that throughout the whole of his correspondence *Mr. Imlach* makes no allusion to the *Moostajirs* and *DurMoostajirs*. It is to be hoped that he has not any inclination to annihilate at once a most influential class of men scattered throughout these extensive possessions, These are persons intimately connected with the *Ryotts*, have more influence, and control over them and can manage them infinitely better than could the *Surburakar* through the agency of his own Servants—Khas collections *Mr. Imlach* might manage on a limited scale ; but the adoption of any such system through four or five extensive Pergunnahs with the Proprietors pulling different ways he would find a very different matter.

14. From the studied manner in which *Mr. Imlach* has avoided all mention of the *Moostajirs* in his correspondence with the *Mootahids* I am led to suppose that he has so acted with reference to the provisions of clause 2 section XVIII, Regulation VIII, 1819 which authorizes a *Zumindar* under certain restrictions to send a *Sezawul* and collect directly from the Cultivators.—This enactmen however does no more than allow a *Zumindar* to do so or not at his option and is by no means imperative—a landed Proprietor might send out a *Sezawul* or not as he thought fit incurring the risk of pecuniary loss but for a *Surburakar* it would be necessary to consult the benefit of the Proprietors for whom he was acting. A *Manager* is in the discharge of a delegated trust and the exercise of his discretion in the use or abuse that trust must be entirely at his own responsibility. In present instance *Mr. Imlach* has himself recorded in letter to the *Mootahids* of the 19th Sawan that the sending out *Sezawul* would be attended with considerable loss to the *Mootahids* as his Officers could not possibly collect so much as the *Mootahids* themselves.

MR. IMLACH'S REPLY.

8. That, in reply to the remark in the 13th Par. "that," it is observable, that throughout the whole of this correspondence, *Mr. Imlach* makes no allusion to the *Moostajirs*, "and *Dur Moostajirs*, &c."

Your Petitioner has to state, that with the *Moostajirs* and *Dur Moostajirs* of the *Mootahids* he has no business or concern, and cannot in any way interfere in the arrangement subsisting between them and the *Mootahids*, without rendering himself liable for the consequences; that these *Moostajirs* and *Dur Moostajirs* being beyond the control and reach of the *Surburakar*, it is not possible for your Petitioner to conceive how he can at once annihilate them; that in the management of Farms, a *Surburakar* must be guided by the existing Regulations, and according to them *Moostajirs* and *Dur Moostajirs* must always stand or fall with the *Mootahids*.

9. That, the matter so strongly set forth in the 14th Par. of Mr. Officiating Collector *Read's* report, is not only irrelevant as regards the case submitted to him, but the letter of your Petitioner bearing date 19th *Sawan*, by means of quotations of a line or two from different parts, regardless of the contest, has been made to bear a construction to his own liking and thus converted into a handle for finding fault with your Petitioner: your Petitioner begs leave to state, that, the *Mootahids* were served with Notice on the 24th July that the 22d *Sawan* (Monday 5th August) had been fixed on for the celebration of the festival of the *Poonceah*; that they replied on the same day, that unless the remission solicited by them were granted by the day fixed for the *Poonceah* "how could they make the *Poonceah*;" that their answer was immediately forwarded to the Proprietors; that, on the 30th July your Petitioner wrote to the *Mootahids*, requesting they would give him a direct answer, whether they would or would not make the *Poonceah*; that, on hearing from the *Mootahids* that they would, your Petitioner on the 19th of *Sawan* addressed them a letter, which has been quoted under a perversion, and stated to them that they had taken a wise and prudent resolution because their refusal to

MR. READ'S ACCUSATION.

I submit that it would be as well for *Mr. Imlach* to consider from whence and in what period the losses so incurred could be made good to him and what would be the ultimate effects of this *Khass* collecting system on the general condition of the Estate.—He may indeed collect the amount of a *Rist* or two by bringing a regular suit against the *Securities* for the purpose of having their real Property sold for the *Messrs. Palmers* themselves are not generally considered men of Property but in the mean time what is to become of the *Zumindaree* and even the institution of Law proceedings with a view to the realization of any part of the arrears from the sale of the *Securities* Property would not in all probability be productive of any benefit to the general Estate.

The *Mootahids* would naturally endeavour to protect their *Securities* and thus would be produced that same system of rack rent which it should be the main object of the *Surburakar* to prevent.

15. *Mr. Imlach* in his letter to the *Mootahids* of the 19th *Sawan* talks about the institution of a summary suit and sending out *Sexawuls* to collect both of which measures he has strictly speaking the power to adopt though it may be doubtful whether their adoption would be advisable; under the possibility that I may have fallen into any misapprehension of the spirit and intent of the Regulations enacted for the guidance of Proprietors in the collection of rents I am induced to dwell a moment longer upon this point so that in the event of my being in error I may be corrected before offering my advice to the *Surburakar*; the provisions of Sec-

MR. IMLACH'S REPLY,

make the *Poonceah*, would have compelled your Petitioner, in order to enable him to carry on the collections, first to institute a summary suit against them, and then to send out *Sezawuls*; that your Petitioner, in this place, entreats the consideration of the Board, whether Mr. Officiating Collector *Read* is borne out in the construction which he has thought proper to give your Petitioner's letter, and the animus with which he would represent him to be acting towards the *Mootahids*? that though your Petitioner never touched upon the subject of the mortgaging Securities, or the Property of the *Mootahids*, Mr. Officiating Collector *Read*, has conceived it necessary, for purposes not clearly comprehensible to your Petitioner to discant upon both in his letter, and to pronounce the *Mootahids* upon general report not to be men of property; it may not be amiss to state in this place, that when the *Messrs. Palmers* were about to retake the Farm, they made out an Inventory of their Elephants, Houses, Boats, Silver Plate &c. to the amount of 50,000 Rupees; that in continuation of his reply to the 14th Par. your Petitioner begs leave to observe that, if the *Mootahids* had persisted in not making the *Poonceah*, your Petitioner could not, by letting the collections cease, have allowed the Estate to be put up to the hammer; but that it would have been his duty to act forthwith as he gave the *Mootahids* clearly to understand that, under these circumstances to keep pondering as to whence, and at what period, the losses would be made good would have savoured more of insanity than of wisdom; that, in adverting to the system of rack rent at the close of this paragraph, Mr. Officiating Collector *Read* seems entirely to forget, that the refusal of the *Mootahids* to make the *Poonceah* would of itself have rendered them powerless by depriving them of the means of collecting.

10. That Par. 15th after what your Petitioner has stated above, needs no reply, and Par. 16th also, being a mere preamble, requires no comment at his hands.

MR. READ'S ACCUSATION.

tion XVIII Regulation VIII 1819 were enacted in explanation and modification of the rules of Section XV. Regulation VII 1799. This latter enactment is entitled a Regulation for enabling proprietors and farmers of land to realize their rents with greater punctuality. Now in the preamble of Regulation VIII 1819 are the following words.

"It has been deemed advisable to explain and modify some of the existing rules for the Collection of rents with a view to render them more efficacious than at present as well as to provide against sundry means of evasion now resorted to by defaulters."

From the foregoing it appears that the general and main object of the Regulations regarding rents is to enable landed proprietors to collect them punctually so that they may have it in their power to pay up the Government Revenue without default. It also became necessary to vest proprietors with authority to cancel all intermediate tenures between themselves and the cultivators to protect them against frauds which were practised upon them not unfrequently; for instance a proprietor gave a farm, say at 50,000 Rupees per annum for a term of years, the *Moostajir* let it out to a *Dur Moostajir* in reality at 55,000 Rupees receiving 25,000 out of it by cash or bond payment and inserting in the Pottah and Kubooliut only 30,000, at the end of the year, the *Moostajir* wilfully defaults, the proprietor annuls his lease and finds himself compelled to collect from a man who holds a Pottah at 30,000 being considerably less than he had let it out for.

This mode of proceeding would of course shortly ruin an Estate and the recurrence of such frauds was provided against by the regulation enacted in 1819.—This rule does not by any means require of necessity a *Surburakar* to send out *Sesawuls* on arrears appearing due.

It becomes his duty to act in such a manner as to collect the utmost he can either directly or through the farmers from the cultivators without impoverishing the Estate, and I conceive it would be no excuse or defence for a manager to lay his finger on a couple of lines of any Regulation and urge that he was only exercising a legal authority when in the exercise of that authority he was employing the most efficacious means for bringing the Estate under his management to the hammer.

16. It is now necessary to advert to the particular circumstances under which a remission is prayed for, and in so doing I must refer not only to the papers which *Mr. Imlach* has sent, but also to the general state of the district and particu-

19

MR. IMLACH'S REPLY.

MR. READ'S ACCUSATION.

larly of some of the Pergunnahs farmed by the *Messrs. Palmers* which is notorious as also to those causes which have operated to create the present existing distress among the *Ryotts*, and agricultural community generally

17. From the last Jumma Wassill Baukee account of the farms for the past year sent by *Mr. Imlach* and furnished to him by the *Mootahids* it appears that the Jumma payable to the *Surburakar* amounts to Rupees 3,70,328.15.10, and that the total Dehattee and Moostajiree jumma amounts to Rupees 4,05,519.9.3, of which the sum of 3,59,300. 4. 2, has been collected leaving a balance of 46,219. 8. 18. 2 due to the *Mootahids*.—Of this sum it is stated that 24,000 Rupees are a mere nominal Jumma, the Jumma payable to the *Mootahids* being entered in the account according to the amount payable to them in the preceding year of 1239 *Moolkee*, in which they also held the farm : but of which a sum of Rupees 24,000 is altogether irrecoverable, the *Ryotts* having left their Jotes, and from which consequently no returns have been made. This would reduce the amount actually settled for to (in round numbers) Rupees 3,81,500 of the balance in the hands of the *Moostajirs* it is expected that very little will be realized : and it is further stated that if any demands for arrears be now made by the *Mootahids*, it will be the signal for exactions upon the *Ryotts*, and a spur to promote the progressive depopulation of the Estate.

MR. INLACH'S REPLY.

11. That, in the 17th Par. it is stated by the Officiating Collector, that in 1240 Moolkee a Balance of 46,219 Rupees 8 Annas 18½ Gundahs was due to the *Mootahids*; and of this sum 24,000 Rupees are a mere nominal Jumma, altogether irrecoverable; that, your Petitioner here begs leave to observe that this statement of the Officiating Collector's, is not supported either by the *Mootahids* letter of the 16th Chite, by their Jumma Wassil Bakee of the 9th Chite, or by that of the 15th Sawun, sent by the *Mootahids* to your Petitioner; that the two Jumma Wassil Bakees exhibit the sum of Three Lacs, forty-one Thousand, two hundred and fifty-nine Rupees, as settled with *Moostajirs* under the new lease, and sixty-four Thousand, two Hundred and sixty Rupees as the amount of Khass Mahals; in which, the *Mootahids* write in their above mentioned letter that they had forgiven three, four, and five annas in the Rupee to the *Ryotts*, in their former rent, and do not say, that in 1240 Moolkee they had remitted one Rupee to the *Moostajirs* or *Ryotts* from the Jumma either had stipulated to pay from that year; — that here your Petitioner begs leave to observe, that the *Mootahids* Dehatee Jumma of 1239 Moolkee was considerably more; and it is worthy of notice, that the Jumma Wassil Bakee of 9th Chite exhibits an arrear of Rupees Twenty-eight Thousand and five Hundred, and that of the 15th Sawun Rupees Twenty-three Thousand nine Hundred and Seventy in the Khass Mahals; and that it is stated by the *Mootahids* in their letter of the 16th Chite, that they had, to such *Ryotts* as were unable to pay, forgiven half of their arrears, and for the other half, had taken agreements from them to pay in the following years: that it is worthy of remark, that the half of the aforesaid amount of arrear, viz. Twenty-eight Thousand and five Hundred Rupees, amounts to Fourteen Thousand two Hundred and Fifty Rupees: now, by what means the Officiating Collector discovered the amount of irrecoverable Jumma to be Twenty-four Thousand Rupees, the papers and accounts sent to your Petitioner and by him forwarded to his superior, do not shew; and his fancied sum of Twenty-four Thousand Rupees cannot be allowed to stand good in the way of making the *Mootahids* Dehatee Jumma appear Three Lacs, Eighty-one Thousand, and five Hundred only — that this Paragraph closes with stating as from the

MR. READ'S ACCUSATION.

18. The *Messrs. Palmers* have submitted certain statements with their Urzee of the 10th August.

From statement No. 4 it appears that the expences of collection are about Rupees 15,000.

This would make the sum total payable by the *Mootahids* including Jumma and costs of collection equal to (in round numbers) 3,85,300 to meet which have been collected Rupees 3,59,300 inflicting an actual loss upon the *Mootahids* of Rupees 26,000. Under the head of remarks in statement No. 2. submitted by the *Messrs. Palmers* it is noted opposite to this farm that 14½ annas in the Rupee have been paid up. This would amount to Rupees 3,36,000 to which if the costs of collection be added would give a total actually expended of Rupees 3,51,000 leaving in the hands of the *Mootahids* a sum of between 8 and 9 thousand Rupees to meet a demand of near 35,000 still due by them to the *Surburakar*. It would appear that the amount in the hands of the *Mootahids* has not been paid up in the hope of their being allowed to execute an Instalment bond for a half anna portion of the arrear which would enable them to carry the balance in hand to the payment of the rents for the present year, much of which there is very little hope of collecting just at present.

The loss incurred by the *Mootahids* of Rupees 26,000 as appears from these accounts is certainly very heavy; and if they have done all in their power to guard against it and are the victims of circumstances over which they could have had no control, their case is certainly deserving of every consideration.

19. The question suggests itself are the accounts submitted correct? their correctness has not been disputed: and as it appears properly so, for the papers certainly shew that the *Mootahids* are not merely seeking their own advantage; but are willing to do all they can for the Estate if only supported by the Proprietors and *Surburakar*.

MR. IMLACH'S REPLY.

Mootahids that “of the balance in the hands of the *moostajirs* it is expected that very little will be realized,” and “that if any demands, for arrears be now made, it will be the signal for exactions upon the *ryotts*, and a spur to promote the progressive depopulation of the estate”:—your Petitioner craves permission to observe, that notwithstanding all this, and the additional declaration of the *Mootahids*, that “not more than 10 or 12,000 rupees could be realized,” they have contrived to squeeze 33,000 rupees out of these very poor *ryotts* and *moostajirs*. *

12. That, par. 18th of Mr. Officiating Collector Read's report refers to an *urzee* and statement of the *mootahids*, which have been withheld from your Petitioner:—that in this paragraph, the Officiating Collector makes out the amount total, payable by the *Mootahids* to be 3,85,300 rupees, to meet which it is stated they have collected 3,59,300, under an actual loss of 26,000 rupees. May your Petitioner here be permitted to ask, to what account in the Officiating Collectors' opinion, is the sum of 14,000 rupees, the arrears of 1240 *moolkee*, for which the *Mootahids* have taken agreements from the *ryotts* to pay by instalments, to be carried?—To what account, does he think, are the arrears due to the *Mootahids* by the *moostajirs* for 1240 *moolkee*, amounting to 22,300 rupees, to be placed?—Does the Officiating Collector really consider the amount of the collections, or the result of an unfavourable year, a true criterion to judge by, of the final out-turn of a farm for five years? Your Petitioner forbears commenting on the conclusion which is attempted to be drawn at the end of this paragraph from premises which at the very first set off are laid down with an *If*:—

13. That in regard to the 19th par. on the correctness of the accounts furnished by the *Mootahids*, your Petitioner begs to observe, that they are accounts between the *Mootahids* and their *moostajirs* and their *ryotts* of *khas-muhals*, who

* See Appendix A. and B. Column of balance due from *moostajirs* and *khas-muhals*.

MR. READ'S ACCUSATION.

20. Mr. Imlach, indeed in his letter to the *Mootahids* of the 16th *sawar* as likewise in both his *urzees* to me, says that the *Mootahids* are seeking their own advantage and care nothing for him or the estate. In proof of this he refers merely to two columns of the *jumma wassil baukee* statement from which he says it is apparent that the amount payable to him being 3,70,000 rupees and the *dehattee* and *moostajiree jumma* equal to 4,05,000 there would appear to be a profit of 35,000 rupees, and even admitting that 24,000 rupees constituted a merely nominal *jumma* still there would be a surplus of about 11 or 12,000 rupees. Mr Imlach does not go farther and refer to the statement of collections, nor does he make any reference to the state of the farms as far as respects the farmers and *ryotts*. He entirely overlooks the circumstance that is next to impossible to collect every fraction in so extensive a farm, nor does he reflect that were every fraction of the amount actually settled for, 3,81,000 (rupees) to be collected the whole of his surplus would be more than absorbed by the costs of collection at the rate of 3 per cent.

MR. IMLACH'S REPLY.

alone are sufficiently acquainted with them to check them; that as far as your Petitioner is personally concerned, he respectfully submits to the Board's decision, whether he has not, as *Surburakar*, afforded the *Mootahids* all legitimate support.

14. That, in the 20th Par. of this report, Mr. Officiating Collector *Read* sets forth, that "*Mr. Imlach* indeed says, that 'the *Mootahids* are seeking their own advantage, and care 'nothing for him or the Estate'—your Petitioner begs leave to add, that, he still adheres to the same opinion; that, if such had not been their object, they would not, till within twenty days of the Government *Sawun Kist's* becoming due, have kept secret their threat, (for your Petitioner cannot call it their disinterested purpose,) if not making the *Pooncessah* unless their demand were granted, but would have at once, avowed their intention, at the very time they first applied for remission and remuneration, and thus placed the Proprietors and your Petitioner upon the same ground with themselves, and left them room to operate with advantage: that, in reply to the remainder of this Paragraph, your Petitioner begs leave to state, that the arrears in 1240 *Moolkee* of the Neighbouring Estates of Soorjapore, of which the *Dehattes Jumma* exceeds four Lacs, and the arrears of smaller Estates *Sowas Bumbhag, &c.* and *Kanthnugur, &c.* all three of which are under your Petitioner's management, do not exceed the arrears of 1230 *Moolkee*,—this being the year in which the *Mootahids* paid Three Lacs and Eighty-four Thousand Rupees from their present Farm, whereas in 1240 *Moolkee* they paid only Three Lacs and Thirty-six Thousand Rupees, and their defalcation, as well as the alleged state of some of their farms, are matters of some little surprise: that the *Mootahids*, as well as the Officiating Collector, have laid some stress on the shortness of the Paddy Crop produced in *Purgunnas Futehpore Singhees*, and *Sreepore*, being scarcely sufficient for the subsistence of the *Ryotts*; and that it has pleased the Officiating Collector, to attach blame to your Petitioner for not particularly noticing the collections of such an year as is described above, little thinking, perhaps blinded by friendship, that the *Mootahids* have attempted to make out a case from the partial consideration of one unfavourable season for remission in their stipulated rent for 4 years to come: that, they ought not to have looked upon the Proprietors, or your Petitioner, to be so shortighted, as not to calculate on the chances of the seasons

MR. READ'S ACCUSATION

21. But the most complete answer to this accusation of *Mr. Imlach's* is given by the *Mootahids* themselves. If the remission be not granted under the belief that the *Mootahids* are urging the point merely to advantage themselves, they offer to collect for the *Zumindars* for the whole period of the farm (4 years remaining) for nothing and are ready to bind themselves to pay to the *Surburakar* every fraction they collect after discharging the Costs of collection all profits to go to the *Zumindars* and all losses to be borne by them. If this will not do and the *Surburakar* thinks he can make more by taking the management into his own hands than by granting a remission the *Mootahids* express their readiness to cancel the lease. This at least has the appearance of honesty.

22 Nor have the *Mootahids* in any way exaggerated the wretched state of the *Ryotts*. It is a notorious fact that the direst distress has been felt through a great portion of the district during the past year, and that a partial famine owing to the failure of the rice crop has raged in parts of it, especially in two of the *Purgunnahs* farmed by the *Messrs. Palmers*.

It is equally notorious that parents have been found offering their children for sale, only to enable them to buy a little food.

MR. IMLACH'S REPLY.

in the above mentioned space of time, in the consideration of their unreasonable demand: that, as an instance of change for the better, the present year has produced such an abundant paddy crop as has not for years back been witnessed in this district, and the prices also are higher than usual; so that this year alone bids fair to compensate for the badness of the partial one complained of by the *Mootahids* and Mr. Officiating Collector Read: that, your Petitioner here begs leave to observe, that the Officiating Collector in stating the actual *jumma* settled for to be 3,81,000 rupees, is labouring under a mistake, and that, if he be not already aware of it, he will find on examination, that the sum of 24,000 rupees fixed and demanded by them by way of remission and remuneration, as being alike sufficient and necessary for the removal of the alleged prevalent wretchedness and misery, has been deducted from their *dehattee jumma* * of 4,05,000 rupees, and thus leaves 3,81,000 rupees, the mistaken amount set forth by the Officiating Collector.

15 That, your Petitioner regrets the necessity of commenting in plain terms on the 21st. par. of Mr. Officiating Collector Read's report, in which, in addition to his other exertions in their defence, he is pleased to lay down this *dictum*: "But the most complete answer to this accusation of Mr. Imlach" (of the *Mootahids* seeking their own advantage) "is given by the *Mootahids* themselves." i. e. if the remission be not granted, they are ready alike either to collect for the remaining four years for nothing at all, offering to pay the *Surburakar* every fraction after discharging the costs of collection, all profits and losses being borne by the *zumindars*, or to cancel the lease; and this plausible attempt, in the expectation of obtaining their demand, or in failure thereof, to get rid of the lease, is so strongly adduced as a proof of honesty: on this point your Petitioner forbears making farther comment.

16 That, in replying to the 22d. par. of Mr. Officiating Collector Read's report, your Petitioner begs first to call the attention of the Board to the general causes of the general distress set forth by the Officiating Collector, and then to state for their consideration, that altho the *Mootahids* hold farms to the amount of 7,36,500 rupees per annum, yet, they talk not of distress, nor solicit remission, in *zilla* Gondwara, *zilla* Bhawaneepore, *zilla* Beernugur, *zilla* Nuthpore, *talooks* Allabarie and

* See Appendix B. second column.

MR. READ'S ACCUSATION.

Other causes have also contributed to the distress. Amongst these may be enumerated the stoppage of payments of large sums of money (amounting to some Lacs of rupees annually) in the way of Indigo advances, the circulation of this money doubtless materially assisted the *ryotts*, and bettered their condition ; again the breaking up of the grain-merchants, establishments to the north and east of the district in the vicinity of the Mahanudda and other rivers has materially narrowed the market for the sale of agricultural productions : and the system recently adopted in the Morung of granting lands free of rent for a long period to persons who will clear and cultivate them has caused a tendency to emigration and the utter desertion of numerous villages on the frontier, and in the directions of some of the farms held by the applicants. A sufficient counteracting inducement must now be held out to the *ryotts* to remain, or the estate in that quarter will soon be a perfect waste.

But the distress is not confined merely to this district, it has been general throughout Bengal (I believe I should not fall far short if I were to say the whole of India) and it cannot be a matter of wonder that the agricultural interest in common with every other should have suffered a severe shock, from which it may not speedily recover.

In this district I may safely affirm that with the exception of the Huvellee estate in which these extensive farms are held by the Messrs. Palmer, not a *Zumindar*, has been enabled to collect above 14 annas in the rupee of his rents for the past year. The foregoing circumstances I have mentioned as they are notorious, and bear considerably upon the subject under consideration.

MR. IMLACH'S REPLY.

Gehooma, all these farms being situated adjacently to this estate, and two of them close to the frontier: that your Petitioner would now solicit the Board's attention to the partial causes, whose sphere of local influence has been limited; that the breaking up of the grain-merchant's establishments, and the system of granting lands free of rent, for a long period, to persons who will clear and cultivate them, appear to your Petitioner to be most deserving of notice; that your Petitioner begs leave to state, that the grain-merchants' establishments were broken up in 1238 *moolkee*, and have affected alike the agricultural produce of the country in the vicinity of the frontier, as well in the Morung, as out of the Morung, perhaps more the produce of the Morung than the produce of this district: that according to the report of the Officiating Collector the system of granting lands rent-free has caused a tendency to emigration, and the utter desertion of numerous villages on the frontier and in the direction of some of the farms held by the *Mootahids*: that your Petitioner begs to state in reply, that the extent of general emigration from this district is not altogether free from exaggeration; that, your Petitioner feels embolden by his personal information to challenge an examination into it along the line of the frontier in the neighbouring estates of Rangapanee, Sreepore, Soorjapore, Puwakhallee, Futapore Singheea, Teerakharda, Nathapore and Dhupper, and makes no hesitation in adding, that the measure of emigration to and from the Morung in regard to the above mentioned estates, will in general be found to be pretty nearly equal; and that in whatever parts of any of those estates the tendency to emigration to the Morung as well as to the neighbouring estates, shall be found to prevail to any extent, the causes of it will almost invariably be traced to internal tyranny and oppression, flight from which is now generally considered preferable to the tedious and comparatively fruitless search after remedy or redress*: that, before concluding his answer to the 22d par. of the report, your Petitioner begs leave to draw the attention of the Board to that part of the *Mootahids'* letter of the 16th *Chite*, in which a partial failure of the paddy crop in 1240 *moolkees* in the Morung also is noticed by the *Mootahids*: and begs to state for the information of the Board, that it is well known to the inhabitants of the northern parts of this district, that the Morung is unequal to the support of any great influx of emigrants, from whom no sort of advantage is to be derived to the estate for any length of time; that your Petitioner farther begs permission to state, that in 1240 *moolkee*, from the neighbouring estate of

* See Appendix F.

MR. READ'S ACCUSATION.

23. There are some other facts which the *Mootahids* have urged in favor of their application, being indulgently received. From the statement No. 1. submitted with their *Ursee* of the 10th August, it appears that since their residence in Purneah the Messrs. Palmer have held farms in this district to the amount of upwards of 15 lachs of rupees ; statement No. 2, shews that they at present hold farms to the amount of 7,30,500 annually. The total amount already paid as per both these statements exceeds 55 lacs of rupees ; and that this is the first time any balance has appeared against them (I mean of course any actual balance, and do not refer to the delay of a few days in the payments of *kists*) of the above-large sum no less than 28½ lachs have been paid to the Huvellee estate. This at least shews that the *Mootahids* are good Managers and honest men and not likely to urge any frivolous excuses for non-payment of their rents ; an impression which is farther strengthened by the offers they have made of working for the *zumindars* and throwing up the farms as more particularly alluded to in paragraph 21st.

24. Mr. Imlach indeed in his *ursee* of the 12th August, states that the *Mootahids* during the period of their last lease applied for, and obtained under the instructions of the Collector a remission to the extent of 7,000 some hundreds of rupees. I have referred to these papers and find that that amount was objected to by the *Mootahids*, but under very different cir-

MR. IMLACH'S REPLY.

Sorjapore, situated on the frontier, your Petitioner's collections have been much the same as in 1239 *moolkee*, yet no emigration or desertion has there taken place: that with reference to that part of Mr. Officiating Collector Read's report, in which it is set forth "that with the exception of the Huvellee estate, in which these extensive farms are held by the *Mootahids*, not a *Zumindar* has been enabled to collect above fourteen annas in the rupee of his rents for the past year," Your Petitioner begs to observe, that the estates of Sowsa, Bunbhiag &c. yielded as much in 1240 as in 1239, proof of which was in the Collector's office previous to the date of this report; that Istimrar Kanth Nagur &c. *khirajee* and *lukhirajee* realized more the past year than in 1239, that a part of pergunna Tajpore which came into the Court of Wards last year, and the *Moofuslee Jumma* of which is about 50,000 rupees yielded the full amount of the *Jumma* within 3, or 4,000 rupees the last year, as well as in 1239: that in zillas Gondwara, Bhawaneepore, and Beerngur, a considerably greater amount was collected the past year, than in the one preceding it, by Messrs C. & G. Palmer.

17. That in replying to the Officiating Collector's 23d. par. where it is set forth, "that the *Mootahids* are good managers and honest men, and not likely to urge any frivolous "excuses for non-payment of rent" your Petitioner begs leave to inform the Board, that on account of 1237 *fuslee*, these *Mootahids* claimed, and managed to obtain from Maha Rajah Chutter Sing a remittance of some 10 or 12,000 rupees, although a very handsome profit had remained to them after paying the stipulated amount.

18. That in bringing the contents of the 24th. par. to the notice of the Board, your Petitioner regrets the necessity in which he so often finds himself placed by Mr. Officiating Collector Read's report, to point out any thing like mistakes, or accidental mis-statements in matters which he has had to represent with reference to the *Mootahids*; that your Petitioner here begs leave to inform the Board, that the *Mootahids* did claim a remission of 15,489 rupees per annum, or 77,445 rupees in the course of the term of their last lease; that, your Petitioner, considering their application in most of its items frivolous and inadmissible, returned it to them to be amended, and the *Mootahids* immediately reduced their claim to 7,588 rupees per annum, or 37,940 rupees during the term of their lease; that if, Mr. Officiating Collector Read had himself taken the trouble carefully to examine the requisite papers ere he put his signature to the report, he would have found that the *Mootahids* had in fact paid only two *Faujdarce Dak* runners at

MR. READ'S ACCUSATION.

circumstances : part of it was on account of dawk runners for the bye roads which is generally considered a *Zumindaree* expense. The runners were paid by the *Mootahids* and a deduction from their rents equivalent to the amount so paid on account of the *Zumindars* was requested. Here at least there was no remission, the amount having been actually paid by the *Mootahids*. The remainder of the sum objected to was on account of the rents of certain lands included in the *potah* of the *Mootahids*, but of which the *Surbarakar* was not able to give them possession, the lands being in the possession of other persons ; the Collector gave it as his opinion that the *Surbarakar* could not demand the rents of lands of which he could not give his farmer possession, and advised him that in the first instance he must sue for recovery of them. I submit that there is but little similarity or analogy in the foregoing to the case under consideration,

25. There is another circumstance deserving of notice in the papers submitted ; and which shews the evil of not having any fixed *purgunnah* rates. The *jumma* of one of the *purgunnah's* (Sooltanpore) now farmed by the Messrs. Palmer was held by him formerly (as per statement No. 1,) at rupees 44,000 per annum he now pays for it rupees 61,500 being an increase of nearly 50 per cent. This progressive increase must have a stop somewhere ; and if it be carried to too great a length will injure the property most seriously. That it has already done so to a considerable degree is clear

MR. IMLACH'S REPLY.

the rest being Military guides, who are to be paid by the Military agreeably to the orders of Government and do not constitute a *Zumindaree* expence; that nevertheless, the then Acting Collector (the present Judge of the District) allowed their claim; that with reference to Mr. Officiating Collector *Read's* statement of the *Mootahids* having paid these runners, your Petitioner begs leave to observe, that these Military guides and the *Under Farmers* complained to your Petitioner that the *Mootahids* did not pay them; and that to this remission, granted by his Superior, your Petitioner although considering it inadmissible, could not presume to object, but left it to the option of the *Zumindars* to recover the amount from the *Mootahids* by means of a regular suit: that in this Paragraph, again; Mr. Officiating Collector *Read*, owing perhaps to his not having personally examined the necessary documents, labours under another accidental misstatement in his representation to the Commissioner, that "the remainder of the sum objected to was on account of rents of certain lands included in the Pottah of the *Mootahids*, but of which the *Surburakar* was not able to give them possession" as the Pottah of the *Mootahids* will prove all rent free lands, and lands not in possession, being excluded from the settlement, that in consequence, the claim for remission, advanced by Mr. R. Perry, a *Moostajir* was not allowed; whilst a different order was passed on the *Mootahids* claim although with the exception of 72 Rupees being the *Fuojdaree* Dawkrunters pay Two Hundred and Seventy three Rupees and four annas, rents on certain Orchards of which the produce had been sold by the *Surburakar*, and about Fifty Rupees paid by a *Malgoozar* into the *Koork Kucheree*, the remainder of the *Mootahids* claim being contrary to the terms of the existing contract between the *Mootahids* and the *Surburakar*, was, in the humble opinion of your Petitioner, utterly inadmissible.

19. That, the 25 Par. of Mr. Officiating Collector *Read's* report, regarding the serious evil of not having any fixed *Pergunna* rates and the inference so plainly attempted to be drawn from it in favour of the *Mootahids*, and against your Petitioner, merits the particular notice of your Board; that, in reply, your Petitioner begs to submit for the information of the Board, that on account of *Pergunna Sooltanpore*, once farmed by the *Mootahids* at Forty four thousand Rupees, the amount payable to Government is Forty nine thousand five Hundred and Eighty Seven Rupees and five

MR. READ'S ACCUSATION.

and it is now essential to the benefit of the Estate that the *Zumindars* should forego part of their present income for the purpose of promoting their own ultimate advantage;— It may also be here observed that the *Messrs. Palmers* hold in farm another *Pergunnah* that of *Nathpore* from the same *Surburakar*, at an annual Jumma of Rupees 48,000. These *Zumindars* have very extensive property besides the *Pergunnahs* farmed by the *Messrs. Palmers*; all of which is under the management of *Mr. Imlach*. Now the annual sum payable and actually paid by the *Messrs. Palmers*, during the past years, notwithstanding the arrears, considerably exceeds the Sudder Jumma payable to Government on the whole of the property of these *Zumindars*; thus leaving the rents of the rest of the extensive property exclusive of that farmed by the *Messrs. Palmers*, as so much clear profit to the Proprietors. I would submit that *Mr. Imlach*, should pause before he proceeds to get rid of or ruin such *Farmers* as these.

26th. It may be asked why did the *Messrs. Palmers* consent to take the farms at such rates?

To this it may be fairly answered that they certainly did not pay sufficient attention to certain indications which would have told them that a fall in rents might naturally be expected; but it was impossible that they could have foreseen the failure of the Crops, and the famine which followed; or have been prepared more than others for that general distress which has prevailed every where.

27th. The foregoing are considerations which under any circumstances I should have thought it my duty to offer for your deliberation; but they derive considerable force from the fact of the Proprietor of 8 Anna share of the Estate having consented to a remission to the extent of one Anna, or one sixteenth of the whole Jumma for the entire period of the farms as appears from his letter to *Mr. Imlach's* address dated the 16th *Sawun*. *Rajah Bejai Govind Singh* says that the account of the farms given by the *Mootahids* is correct and that his consent to the remission is freely given in order that the *Ryotts* may be enabled to cultivate his lands to the improvement of his Estate rather than be driven from it by a rack renting process.

MR. IMLACH'S REPLY.

annas per annum, and that immediately previous to the *Mootahids* obtaining the lease on the above mentioned *Jumma Baboos Rampurshad and Sudasookh* held it at an annual rent of 61,500 Rupees (Sixty one thousand and five Hundred) so that the *Messrs. Palmers* then got the Farm of it at a decrease of nearly 50 per Cent, and now only pay the original *Jumma* of Sixty one Thousand five Hundred Rupees, without any progressive increase of *Pergunna* rates whatever : that your Petitioner in concluding his reply to this Paragraph leaves it to your Board to decide, from the particular tenor of the Paragraph itself as well as the general tendency of the report at large, whether the partial statement of the Officiating Collector on the subject of this Farm, proceeds from incidental oversight, or intentional suppression.

20. That the burthen of Par. 26 of the Officiating Collector's report, not pretending to deal in the statement of facts, and having already been sufficiently discussed in various foregoing parts of this Petition, needs not be, especially noticed in this place.

21. That in reply to the 27th Par. of the report on the subject of *Rajah Bejai Govind Sing's* consent to the remission, and confirmation of the *Mootahids* account of the Farms, your Petitioner begs leave to observe, and is prepared to prove that when the aforesaid *Bejai Govind Sing*, first came in from *Phurkeea*, the place of his residence, and called on your Petitioner upon the subject of the remission, he was of a far different opinion, disapproving the *Mootahids* management, and contemplating the measure of taking back the Farm from them as most beneficial to the Estate: that in the course of a very short residence in Town, from being a distant, formal and occasional visitor, he suddenly became a familiar daily inmate of the *Mootahids* : that, by their instrumentality, constantly meeting the Local Authorities at their House, he became a frequent visitor of the Judge and the Collector, and attended at consultations held upon the subject of the solicited remission with the highest residents of this District ; that at this particular juncture without the

MR. READ'S ACCUSATION.

28. The Proprietors of the remaining 8 Anna share of the property not having given *Mr. Imlach* any answer I sent *Perwannahs* to *Rajah Rajinduruarain Roy* Proprietor of a 4 Anna share and to *Noonoo Misser* the guardian of the remaining share holder (who is a minor) to report to me by the 15th of this Month (that is yesterday) whether they had any objection to a remission being made.

They have not given any answer, though they have acknowledged the receipt of the *Perwannahs*. It may be permitted me however to observe, that seeing the distress of the *Ryotts*, which the *Zumindars* and *Surburakar* alone could effectually alleviate, and the ruin which impended over honest and hard working men to whom thousands look for support, I did not consider it foreign to the nature of my duties to advise both parties to take the subject into their serious consideration; *Noonoo Misser* (the Uncle of both the Proprietors of an 8 anna share recently legally appointed Guardian of both, and still the Guardian of one, and consequently possessing considerable influence over both) stated to me in the course of conversation that his Party were perfectly aware of the existing distress, and ready to remit to the extent of one anna per annum they have not however as I stated before answered my *Perwannahs* nor have they given any written reply to the *Surburakar*.

29. In conclusion I beg to recite briefly the points on which I would request your sentiments.

First Is it competent to the *Surburakar* in a case of the nature detailed to grant a remission? and 2dly. Is it competent to the Revenue Authorities to interfere further than to advise the *Surburakar*?

The subject is one of vital importance to the Estate

MR. IMLACH'S REPLY.

intervention of his Securities, he obtained the sum of Thirty four Thousand Rupees from the Collector's Office, and was indulged in the expectation of receiving One Lac and Twenty three Thousand Rupees more out of the General Treasury, and the cheering prospect held forth to him of a speedy and favorable termination to a couple of suits amounting to upwards of Ten Lacs of Rupees ; that by means of these powerful, and to a vain, weak, and uninformed mind, overwhelming inducements, a sudden change of opinion was generated, his consent to the remission, confirmation of the *Mootahids* statements, as well as a charge of bribery and corruption against your Petitioner, obtained from this said *Rajah Bejai Govind Sing*.

22. That, with reference to the contents of the 23th Paragraph of the report, the evidence of Mr. Officiating Collector *Read* being of very material consequence to the case of your Petitioner, he begs permission to decline noticing them fully for the present, and will just now barely call the attention of the Board to the *Purwannas* mentioned in the Paragraph and, in entreating the Board's consideration of their contents, begs leave to submit, whether these *Purwannas* convey not something like a threat, and bear not an open tendency to sway the Proprietors on the subject of the solicited remission,

23 That the Officiating Collector in the 29th. Paragraph of his Report draws in the strongest possible manner, the attention of Mr. Commissioner *Lee Warner* to the Government Revenue, amounting to upwards of 3,70,000 Rupees per annum, and earnestly entreats that Officer, and eventually your Board, that no delay be allowed to take place in issuing the required instructions on the subject of granting the remission to the *Mootahids*, as every

MR. READ'S ACCUSATION.

under *Mr. Imlach's* management,—it is one requiring immediate attention as every moment may be productive of injury arising from the fact of the *Messrs. Palmers* being unable to settle with their *Dur Moostajirs* (many of whom will not carry on without a remission) until some settlement with themselves be made by the *Surburakar*. *Mr. Imlach* has clearly been guilty of the greatest negligence in not having taken up the subject seriously at once. Indeed from the tenor of the whole of his correspondence it appears that he was resolved not to assist his *Farmers* in the slightest degree. He talks of shewing a profit from two columns of a statement without referring to the rest of the papers before him and urges that he cannot perceive from the documents sent to him by the *Mootahids* what *Ryott* requires a remission when the cruel distress of the *Ryott's* is the theme of every one's conversation whatever may be the step you adopt whether you will issue your instructions at once or refer the matter to the Sudder Board I earnestly entreat there may be no unnecessary delay for just at this moment the punctual realization of the Government Revenue on the *Havellee* Estate which amounts to upwards of 2,70,000 Rupees per annum depends on the early adjustment of this question.

30. I have endeavoured above to lay the subject of this letter before you so as to rest it entirely on its own merits but since the papers were forwarded to me by *Mr. Imlach, Rajah Bejai Govind Singh* has presented a petition in which he directly charges *Mr. Imlach* and *Noonoo Misser* with not having granted the remission (which he says can alone save his property from destruction) in consequence of their not having received a bribe for so doing.—The charges preferred by the *Rajah* are in due course of investigation and on the conclusion of the enquiry the whole of the papers will be forwarded but the subject of the present letter is one which admits of no delay and as the necessity of keeping it back till the charges have been investigated is not apparent I forward it at once with the documents to which it refers,

Poorneah
Collector's Office,
The 16th Augt. 1833.

I have &c.
(Signed.) J. READ,
Offg. Collr.
Fort. William Sudr. Bd. of Revenue.

COPY.
(Signed) I. H. CRAWFORD.
Offg. Asst. Secy.

Compd. J. H. MARTYR.

MR. IMLACH'S REPLY.

moment might be productive of injury arising from *the fact* of their being unable to settle with their *dur-moostajirs* (many of whom, it is said, will not carry on without a remission,) until some settlement with themselves be made by the *Surburakar* ; that Mr. Officiating Collector Read, after making certain statements of comparatively minor consequence, which have been in various foregoing parts of this Petition sufficiently commented upon and exhausted, thus seriously, almost with an air of alarm, concludes that " Just at this " moment the punctual realization of the Government " revenue on the Havelee estate depends on the early adjust- " ment of this question." That in, repelling this final attempt to carry a point so near and dear to the parties concerned, under false colours, bearing the semblance of pure public service, altogether exempt from personal feelings or private consideration, your Petitioner has barely to state, that although Mr. Officiating Collector Read has to this day received no instructions, and the question to this hour remains undecided and notwithstanding his highwrought representation of the prevalence of the direst distress, the Havelee estate has, nevertheless, not only paid up the Government revenue for *Sawun* and *Bhadoor*, but in full of *Asin*, *Katik* and part of *Ughun* also *in advance* : that, notwithstanding the officially recorded impracticability of settlement with the *dur-moostajirs* and the refusal of many of them to carry on their farms, without a remission, the *Mooahids* have managed to collect even more than they have to pay into the *koork kucharee* for the *kists* of *Sawun* and *Bhadoor*, and, still hold back a part, in the proportion of *one anna*, constituting their strongly advocated claim as remission.

24. That, Mr. Officiating Collector Read's report of the 16th August is wound up with the intimation of Bejai Govind Sing's charge of bribery against your Petitioner, and is followed by another of the 17th of the same month upon the same subject, coupled with that of your Petitioner's demurring to his jurisdiction ; that your Petitioner, in this place, humbly begs permission to deny the charge of bribery preferred against him, and forbears entering into its refutation, or his own defence, till it shall have pleased his Accusers (Bejai Govind Sing, being a mere tool in their hands) before a competent Court to give their charge a tangible shape ; but before your Petitioner takes leave of this as well as every other charge, which, in the course of the Officiating Collector's report, it has

MR. IMLACH'S REPLY.

been so studiously attempted, with the artful arrangement of a practised hand, to fix on your Petitioner, your Petitioner begs humbly to submit to your Board, that notwithstanding the formal issuing of a *purwanna* to your Petitioner on the 10th August in apparent ignorance of the real state of affairs, the Officiating Collector was from the commencement, privately aware of every circumstance regarding the remission demanded by the *Mootahids* and not altogether passive with respect to the measures adopted by the *Mootahids* with a view to gaining their end; nevertheless, the Officiating Collector avails himself of the formality of official ignorance, and condemns your Petitioner for not giving him information, till after the lapse of four months; that notwithstanding the existence of a precedent on record in the Officiating Collector's office in the case of *Ranee Zuhooroon Nissa* against Bindra-bun Bose, *Surburakar*, in which the refusal to swear to a charge of bribery against him was considered an insuperable bar to the Collector's proceeding into investigation; notwithstanding the recorded sentence of the Commissioner of Revenue, dated the 28th June 1830 in the case of the aforesaid Bejai Govind Sing against your Petitioner, declaring his accusations to be totally unproved, and destitute of truth, and convicting him of intrigue and combination, * deserving the severest censure; giving your Petitioner the option of suing for damages in the civil court for defamation of character and declaring at the same time that a repetition of such conduct would subject Bejai Govind Sing to a more marked degree of censure, and the displeasure of Government be drawn down upon him for conduct so degrading to the character of a native Gentleman; notwithstanding all this, the swearing of this *false accuser*, is, in the present instance, quietly dispensed with: that the Officiating Collector, in conjunction with the Judge of the district, suspending for two days all operations in their respective courts secretly hold proceedings against your Petitioner in their private dwelling house, and on the mere allegations of this Bejai Govind Sing, fabricated and brought to maturity by Mr. George Palmer and others, virtually though not verbally, suspends your Petitioner from office, and *pro tempore* puts another man in charge, whose services are not, in fact, rendered available to the estate, or otherwise engaged, than in obedience to the commands of Bejai Govind Sing and subservience to the will and convenience of the *Mootahids*, a man whose presence with his creatures in your Petitioner's compound, till of late has been regarded in the light of a

* See Appendix D.

MR. IMLACH'S REPLY.

constituted spy of influence and authority, and operated as an effectual bar * to any thing like an open, free communication with people, whose information as well as evidence is of very material consequence to your Petitioner's case: that from the illegal sentence of the Officiating Collector he made his appeal to the Commissioner of Revenue; and altho' the appellate authority has pronounced the Officiating Collector's proceeding to be precipitate, and the ground for the removal of your Petitioner insufficient; it is now two months since your Petitioner presented his Petition of Appeal, and no final order has to this day been passed in his case; that notwithstanding the name of Bejai Govind Sing stands thus enrolled in the Official Records of this district,† yet Mr. Officiating Collector Read, as well as Mr. Judge Hawkins, have not unfrequently, as well at their own private dwelling house as elsewhere, hesitated not to associate with this very Bejai Govind Sing, and join him in common with others, in their private conferences and consultation, on the subject so artfully set forth, and so powerfully advocated in Mr. Officiating Collector Read's report.

25. That finally, your Petitioner in leaving his case to the consideration and justice of your Board, most humbly entreats, that the appeal of your Petitioner against the illegal order of Mr. Officiating Collector Read, with the recorded opinion of the Commissioner of Revenue upon it, may obtain an early hearing at your Board: your Petitioner farther prays, that, mingled as the question of remission stands with the charge of Bribery and Corruption, as well as other serious matter collaterally and inseparably connected with it, will please your Board to recommend to Government the appointment of a proper Officer for the investigation of the whole, without which the ends of public justice cannot possibly be served; and your Petitioner, as in duty bound, will ever pray.

(Signed) A. IMLACH.

Purncea, 20th October, 1853.

* See Appendix G.

† See Appendix D.

N. B. The Duplicate of this Petition was submitted to the Commissioner of Revenue, and the Triplicate to Mr. Collector Gouldsbury.

TO E. LEE WARNER, ESQ. COMMISSIONER OF REVENUE.

12TH DIVISION, MONGHYR.

SIR,

In the concluding paragraph of my letter of yesterday's date on the subject of the remission requested by the Messrs. Palmer I stated, that *Raja* Bejoy Govind Sing, Proprietor of an 8 anna share of *Pergunnah* Havellee &c. &c. had presented a Petition to me charging Mr. Imlach, *Surburakar* with sundry acts of corruption in the discharge of the duties connected with his office.

On the receipt of the Petition I issued subpoenas for the attendance of the witnesses, and sent a copy of the Petition to Mr. Imlach for such explanation as he might wish to offer, Mr. Imlach in the first instance demurred to my jurisdiction as Collector, observing that under the provisions of section 3 Regulation V of 1827 it was necessary that the Petition should have been presented to you as Commissioner of Revenue he also urged that Bejoy Govind Sing should be sworn to the truth of his Petition. Both these points were overruled by me for the reason stated in my *roobakaree* of yesterday's date. Mr. Imlach has now presented another Petition urging the same points, and farther stating that he wishes to call myself, and the Judge of the district, as witnesses, and therefore requests that the Petition may be forwarded for your orders: in the hope that a Commissioner may be appointed to conduct the investigation, under these circumstances, I beg to submit the whole of the papers for such orders as you may deem proper, and beg to inform you that I have for the present stopped the enquiry into the charges, but at the same time have deemed it necessary under the circumstances of the case to put another person in charge of the office of *Surburakar*.

I have the honor to be

(Signed) J. READ,

Actg. Collr.

Purneah, Collrs. Office, the 17th August, 1833.

(Signed) I. H. M.

FORT WILLIAM, Sudr. Bd. of Revenue.

Sigd. C. TOTTENHAM,

Offg. Asst. Secretary.

TO THE SUDDER BOARD OF REVENUE,

FORT WILLIAM.

GENTLEMEN,

1. I have the honour to submit for the consideration and orders of the Sudder Board the accompanying detailed report dated 16th August 1833. sent me by the Acting Collector of Purneah.

2. The first question of reference is whether a *Surburakar* appointed under the provisions of section 26 of Regulation V. 1812 has the power of making a remission to a *moostajir* from the annual amount he has stipulated to pay? Secondly Is it competent to the Revenue authorities to interfere further than advise the *Surburakar*?

3. The acting Collector has commented upon the several regulations and opinions given from the 4th to the 18th paragraphs relative to the duties and powers vested in a *Surburakar* and he is of opinion that under special circumstances the *Surburakar* has the power to grant a remission to the *moostajir* who from the distressed state of the *ryotts* is unable to collect the rents; but that the Collector cannot direct him to grant a remission, he can only advise, leaving the *Surburakar* to act as he thinks proper as he is responsible for the result of his proceedings.

4. The Acting Collector proceeds to remark upon the conduct of the *Surburakar* which he condemns in not making personal enquiries into the statement made by the Messrs. Palmer the *Mootahids* of the utter incapability of the estate to pay the amount agreed for, it appears the representation made by the *Mootahids* was very properly sent to the proprietors in whose behalf Mr. Imlach has the management of the estate, but no information seems to have been given to the Collector and four months were permitted to elapse without any reference being made by the *Surburakar* of the difficulties complained of by the *Mootahids*.

5. *Raja* Rajindernarain and his minor brother (the Guardian is Noonoe Misser) and *Raja* Bejoy Govind Sing are the Proprietors of the estate commonly called Huvellee, Purneah including Sreepore, Huvellee Sooltanpore, Futtypore and Mahal Khangee the *jumma* payable to the *Surburakar* is 3,70,328, 15, 10 and by the the account delivered in by the Messrs. Palmer, (vide No. 4, dated 10th August,) the loss in 1240 is 26,025, 15, 5, 2 and in a note they state that even a greater loss must

be expected for the remaining four years of the term of the *pottahs*.

6. The circumstances under which the remission has been sought appear most clearly shewn and the Acting Collector has described the wretched state of the *ryotts* in the strongest language and to which beg to refer your Board.

7. The offer is made by the *Mootahids* to collect for the *zumindars* for the remaining four years of the farm for nothing and engaging to pay every fraction they collect after discharging the costs of collection, the profits to go to the *zumindars* and all losses to be borne by them or if thought preferable they are ready to cancel the lease.

8. It is not possible I think to read their offers without feeling satisfied that the grounds, on which the remission is applied for, are well founded and in farther proof Raja Bejoy Govind Sing being the Proprietor of an 8 annas share, has consented to the remission of one anna or one sixteenth of the whole *jumma* for the entire period of the farm, the other Proprietor has not replied, and on receiving these papers to day I immediately addressed Raja Rajindernarain and Noonoo Misser to reply to the *purwannah* of the Collector without farther delay.

9. The case appears to me by no means difficult as I am of opinion that the Collector having the nomination of the *Surburakar* has necessarily the power not only to advise but to direct him and in all matters which are evidently for the general good of the estate and tending to the public good and welfare of the people, it is the bounden duty of the Revenue Officers to interpose their authority when it is manifest that the enmity and ill will which exists between the Proprietors renders each adverse to the proposition made by the other.

10. In the present state the balance must remain in abeyance until the answer of the other Proprietor is received and if they do not consent to the remission I think it fair and equitable that the Revenue Authorities should direct the lease to be cancelled.

11. I am so over-whelmed with business in the Revenue department and a heavy accumulation in the Criminal I scarcely know what to do, and I entreat your Board will make allowance for any deficiency in my report, as I am but just arrived from my Circuit after suffering from the inconvenience of confinement for many days in the *jheels* through which I passed from Purnea, and also from my *umlah* being sick and all indeed in a weak and scarcely effective state of business.

12. I have just received another report to which I beg your early orders regarding a charge against Mr. Imlach for corruption in the discharge of his duties as *Surburakar* of the Havelle estate.

The original papers herewith sent I request may be returned when no longer required.

I have &c.

(Signed) E. LEE WARNER.

Com. of Rev.

Commrs. Office, 13th Division
MONGHYR. the 23d. August 1833.

Compd. (Signed) I. H. M.

MISCL. (No. 882.)

TO THE SUDDER BOARD OF REVENUE,

FORT WILLIAM.

GENTLEMEN,

I have the honor to submit for the order of your Board a letter from the Acting Collector of Poornea, reporting that *Raja* Bejai Govind Sing had preferred a Petition, charging Mr. Imlach, *Surburakar* of *Pergunnah* Havellee with acts of corruption in the discharge of his duties of that Office.

2. Mr. Imlach objects to Mr. Read making the enquiry and urges as his reason that he requires that Gentleman's evidence and Mr. Hawkins, on trial, and to this effect he had also sent by *dak* a petition on which I passed my orders (which accompany this letter) observing that Mr. Gouldsbury must have arrived at Poornea, and the duty would necessarily devolve upon him, but to my astonishment I have no report of his having taken charge, and it is hinted to me that I ought to make this enquiry but, when your Board considers the very heavy duties I have just gone through on Circuit, you will scarcely think it necessary to order me at the risk of health, and of every comfort to proceed to Poornea again, this I am aware is no legitimate excuse, but in the common course of duty does the primary investigation, rest with me as Commissioner, or am I the proper authority to give my opinion on the enquiry made by the Collector ?

3. I suppose the enquiry can only be held as a preliminary measure a sort of Court of Enquiry to satisfy the Revenue Authorities, that Mr. Imlach is or is not a proper person to have charge of the estate, but here I think Mr. Read has been precipitate in directing another person to take charge of the office of Manager from Mr. Imlach, as there is only a Petition as yet preferred, and some sure grounds of imputa-

tion of corruption and improper conduct, in managing the estate ought to have been adduced, but as I have referred the matter for your advice and orders, I do not think it proper to alter the order passed by the Acting Collector.

4. The Fouzdarry appeals have been accumulating, and I have so many reports to make it is impossible for me to leave the Sudder station, and if necessary in your judgment to appoint some Officer to make the enquiry, I trust you will be pleased to recommend some one who can devote his whole time to the discharge of this duty.

5. If Mr. Read's health permits his remaining, I would suggest that he be continued in charge of one of the Offices to relieve Mr. Gouldsbury until he has completed the enquiry, but this must be determined by the Right Hon'ble the Governor General in Council, I mention it as a feasible plan to facilitate the enquiry.

The originals herewith sent I request may be returned when no longer required.

I have the honour to be &c.

(*SD.*) E. LEE WARNER

*Commrs. Office, 12th Division,
Monghyr, the 23rd August, 1833.*

Commr. of Reve.

(No. 75)

To Commissioner of Bhagulpore.

SIR,

The Sudder Board of Revenue having had before them your two letters, dated severally the 23d. ultimo (Nos. 881 and 882) with their respective enclosures, (herewith returned for your disposal) relative to the case of Mr. Imlach, *Surburakar* of certain *pergunnahs* in *zillah Purnea*, direct me to communicate as follows :—

2nd. It appears to the Sudder Board that none of the subjects, discussed in the present references, are of any intrinsic difficulty, since the regulations, which relate to them, are extremely clear and simple, and in every instance the rationale of the case is equally manifest :—Mr. Imlach's absurd pretensions * have been allowed to invest the matters in dispute with

* The reader will find an explanation in the Manager's letter of the 16th August, 1833, to the Commissioner of Revenue, and his Petition of the 20th October, 1833, to the Sudder Board of Revenue.

an importance which they do not deserve—except as far as the interests of the ryots and other tenantry upon the estates are at stake; and the late Acting Collector has perplexed and overlaid the question at issue by much unnecessary detail.

3rd. Mr. Read has exceeded his powers in suspending Mr. Imlach :—He should not even have received a Petition complaining of his official conduct, except [see sec. 3 Reg. V. of 1827.] for the purpose of forwarding it to you. The Sudder Board therefore request that you will immediately revoke the Collector's order in this respect, and determine yourself the question of Mr. Imlach's suspension pending the enquiry to be instituted, should it be likely to last any length of time. You will explain to Mr. Imlach at the same time that the law having laid down a specific line of proceeding for the investigation of charges adduced by "any person holding an interest in the estate" against "the conduct of the manager" it is altogether unreasonable to demand that a special exception should be made in his favor, or to suppose that Government would depute an officer for the exclusive duty of arbitrating the disputes existing between the *Surburakar* of Pergunnah Havellee &c. &c. &c. and the *Zumendar* and Farmer. There is but one law for all such managers, whether they administer petty mehals or many *pergunnahs*.

Mr. Read is altogether mistaken in the opinions which he holds in regard to the relative powers of the Collector, and the *Surburakar* in the administration of an estate attached under the orders of a Court of Justice, which is the more singular as the wording of sec. 3. Regulation V. of 1827, as

"The Court shall issue a precept to the Collector of Land Revenue directing him to hold the Estate in attachment and to appoint a person &c.

quoted in the margin appears to the Sudder Board to be extremely explicit in shewing that the Collector is the party to whom the Court look for the proper management of the property, and that the *Surburakar* is merely the agent of the Revenue authorities.

The Collector therefore, is authorized to interfere with the management in any manner that he may think proper, on his own responsibility, of course if such interference be so injudicious as to deteriorate the estates under his charge. But the *Surburakar* is entirely under the orders of the Collector, who may either advise the farmer, or interpose authoritatively as he may deem fit. The manager, if dissatisfied with the exercise of the Collector's powers may appeal to the Commissioner, but the Court, in the judgment of the Board, can only re-

cognise the Collector whom it has directed to "hold the Estate in attachment" and who is responsible "for the due care and management of the Estate" by the *Surburakar* who is merely his deputy in the matter.—The manager therefore, can by no means make any remission of a *jumma* once fixed and sanctioned, any necessity which may arise for such a relaxation of demand must be reported to the Collector upon whom it will then devolve to satisfy himself of the correctness of the representations which have been made to him. After such full investigation, the Collector in the opinion of the Board, if satisfied of the indispensable necessity of a remission, is bound to act in granting it in the manner which to his judgment, will be best calculated to secure the permanent prosperity of the Estate.

In the present instance, Mr. Read has not instituted any such particular enquiries, as to the actual condition of the property under Mr. Imlach's charge ; but has spoken generally of the depressed condition of the agricultural classes throughout the district. There seems little reason to doubt, however, from the concurrent circumstances stated by the acting Collector that the Messrs. Palmer have agreed to pay more than the *mehal* can fairly yield, and it may consequently be justly doubted whether every party will not be an eventual loser by holding them to the letter of their bargain.

The Board are not aware under what authority the Estate in question have been farmed out. * If the *Surburakar* has let the property of his own motion, the proceeding is most irregular indeed, the Board question whether the Collector himself could authorize such an arrangement without the permission of the Court. All the Regulations, bearing upon attachments of the nature in question, evidently contemplate administration by the *Surburakar* without the interposition of any middleman between that officer and the tenantry, of whatever grades, on the property at the commencement of the term of management. The Board request that you will inform them on the above point.

Farther, the Board entertain doubts whether any Individual be competent to exercise due care and management, in the manner contemplated by the Regulation, over such extensive estates as are reported to be under the charge of Mr.

* In answer, it is to be remarked that, since the Perpetual settlement the estate have been farmed.

Imlach, † and whether, when such estates have been let in farm, any duties remain to be exercised by a *Surburakar*. They therefore request that they may be apprised under what circumstances Mr. Imlach has obtained the management of three distinct *Zumindarees* ‡ comprising several *pergunnahs* and whether he has given, in each case "good and adequate security for the faithful discharge of the trust, in a sum proportionate to the extent thereof." The Board request to be furnished with copies of these instruments.

The Board also desires to be furnished with a list of the several Farms held by the Messrs. Palmer in *zillah* Purneah, Malda, or elsewhere, with a specification of the sudder and farming *jumma* of each estate, and a narrative of each case as regards their acquisition of the lease. The Collector will report fully at the same time on the nature of the tenures obtaining under these principal farmers whether they have let out any of the estate which they hold to under-farmers, or whether the parties mentioned as *dur-moostajirs* &c. are of an earlier creation by the proprietors. As all these

† This point was decided by the Sudder Board on the 8th December, 1828, in the instance of Naraner Debeea and Juggut Ishoree Debeea *vs.* the present Manager, who was then permitted by the Board to hold the Management of three extensive distinct estate in the district of Mymensing. Regarding this matter the Debeea's petition of the 30th Jaet, 1235 Bengal era, praying for the removal of the Manager on the ground of his being Manager to three estates; and the late Mr. Collector Collin's letters of 10th May and 21st June, 1828, in support of the Debeea's prayer, and copies of the answers of the board of the 3d June and 4th July, of the same year, are amongst the Records of the Board and furnish a precedent.

‡ The answer is, that, the charge of Huvellee, Poornaea &c. estate was given to the Manager by the Collector. Sixteen months after which, the proprietors of Purguna Soorjapore offered Mr. Imlach five hundred rupees per mensem, instead of 200 rs. which had hitherto been the amount of the salary of the Manager of that estate, if he would undertake the management of their Estate; and the *urjees* of the proprietors to the Collector requesting him to allow Mr. Imlach the abovementioned increased salary are in the Collector's office. Mr. Imlach accepted the situation at the desire of the proprietors. The proprietors of the third Estate, Sowsa Bunbag, &c. presented a petition to the Collector, praying that Mr. Imlach be appointed Manager of their Estate, with a certain salary.

points, as well as with regard to the security furnished by the Messrs. Palmer, the Board request an early and explicit Report with any remarks that you may think fit to offer.

I have &c.

(Signed) R. D. MANGLES.

Sudder Board of Revenue,
Fort William, the 24th Sept. 1833. } *Actg. Secy.*

The Sudder Board of Revenue, the 15th October, 1833.

True Copy, R. D. MANGLES,

Officiating Assistant Secretary.

To F. GOULDSBURY, Esq. *Poorneea.*

*The humble Petition of Alexander Imlach, Manager of
Muhulat Purgunnas Havellee, Poorneea, &c.*

SHEWETH,

That, in presenting this day his list of witnesses to the court in support of his answer to the accusation of Bejai Govind Sing, your Petitioner, agreeably to the verbal intimation which he received from the court on Monday the 11th November, when he was about to examine Mr. Palmer, who is not only the sole witness on the part of the said Bejai Govind Sing to the charge of bribery, but is (as may even be seen in some measure through the nature of his evidence) the principal founder of the plot which has been formed against your Petitioner, has however unwillingly excluded from his list evidence which goes to the development of the details of such plot and the establishment of all your Petitioner's allegations:—

That, your Petitioner begs leave to submit to the court, that on this point of bribery, your Petitioner's simple negation stands opposed to the statement of a solitary witness; and that the admission of circumstantial evidence bearing upon the operations of the conspiracy, by means of which the whole of this prosecution has been got up, is not only, in common justice, necessary to your Petitioner's complete exculpation and defence, but alike necessary to the formation of any thing like a correct judgment on the credibility of the witness, as well as the merits of the case:—

That, your Petitioner farther begs leave to submit, that the circumstantial examinations of the aforesaid witness, on many points inseparably connected with the ground-work of this prosecution, is indispensably necessary to the ends of justice; that by means of such examination and by evidence which he is prepared to produce, your Petitioner hopes to establish not only his disqualification as a witness, but culpability as the principal member of a cabal which has, immediately under the eyes of the local authorities, been formed against your Petitioner:

That, under all these circumstances, which render the case of your Petitioner one of no common stamp, your Petitioner finally prays, that if the court do not grant his request regarding the examination of the said witness, and the hearing of evidence on the details of the plot, the court will be graci-

ously pleased to hold a proceeding, and place upon record the grounds of such refusal.—And your Petitioner, as in duty bound, shall ever pray.

Poorneea, 15th November, 1833.

A. IMLACH.

A true Copy, A. IMLACH.

To the SUDDER BOARD OF REVENUE, Fort William.

The humble Petition of Alexander Imlach, Manager of muhulat purgunnas Havellee, Poorneea, &c.

HUMBLY SHEWETH,

1. That, your Petitioner, hearing by this day's dawn of the illness of the Commissioner of Revenue 12th Division, and the consequent suspension of business in his court, at the same time considering the extreme hardship of his case, begs permission to submit to your Board the contents of a petition which he felt necessitated to forward to the Commissioner's Court on the 17th of this month:—

2. That, your Petitioner has been informed of the transmission of a representation from the Collector of Poorneea, suggesting the suspension of your Petitioner from office, on the following grounds: 1st. of the charges being of a very serious nature; 2d. of the investigation's being likely to continue for some time; and 3d. of there being several witnesses over whom your Petitioner might exert undue influence. That, 1stly the charges, to whose very serious nature the Collector calls your attention, are the same as were submitted to you by the late Officiating Collector in Bejai Govind Sing's petition of the 14th August last, and are very easy of refutation: that in his deposition, to which your Petitioner beseeches your most particular attention, the accuser has sworn, on the *ipse dixit* of another person, to the truth of his own charge of bribery against your Petitioner: *i. e.* on the strength of Mr George Palmer's statement, he being the only witness on the point, and the sole depository of the secret: that, as this part of the accusation has reached its tether, resting wholly and solely on the deposition of the above-named witness, your Petitioner craves permission to draw your very particular notice towards it, and to observe, that, according to the said witness's own declaration, (the truth of which, however, your Petitioner denies,) the alleged bribe was agreed upon as a consideration for

letting the witness have the farm at a certain stipulated reduction in rent,—with a mental reservation, on this witness's own part, of giving or not giving it, to your Petitioner, according to circumstances : that, your Petitioner here begs leave to submit, is such a witness, avowing such principles, worthy of belief, belying as he does the adage of there being honor even among rogues and thieves ? That, your Petitioner would now call the attention of your court, to such part of this witness' deposition, wherein he refers to the marked interdiction of his elder brother, in regard to taking farms in which there was much risk of loss, and amongst which this witness would make his brother include *purgunnas* Havellee, &c. Your Petitioner would next call your court's attention to the uncertainty of their profitableness, which with reference to the payment or non-payment of the alleged bribe, has been avowed by this witness himself, and then ask, whether in consistence with common sense, in spite of his own better knowledge,—in spite of such interdiction from such a brother, from whom, out of respect he feels it necessary to conceal his personal misconduct,—he would have been so great a fool, as to add to the risk of loss by a large annual bribe, and to expose himself at the same time to the displeasure of such a brother ? That, in order to prove the impracticability of the vile arrangement, which perhaps nothing short of long study, united to the practical abilities and the brazen face of the witness, could have laid down before the court, with such apparent ease ; your Petitioner has only to refer to the manner, in which the settlement, of all the estates, was made : viz. by previous notification,—by public bidding, as at a public sale,—perfectly open to competition and well attended by bidders, as well as spectators,—the accuser himself being one of the principal competitors against the present *Moolahids* ; that in proof of this, your Petitioner's public proceeding regarding the settlement, and a great many independent witnesses, unconnected with your petitioner, are at the court's command. That, your Petitioner would now draw the notice of the court to the very remarkable construction, by means of which this matter of bribery, deposited to as having originated in the manner above detailed has been made to serve another cause—the cause of the *Moolahids*' solicited remission ;—a measure to which under the circumstances of the case, your Petitioner has all along refused to lend himself ; and from the very commencement. in spite of the plausible arguments privately urged by the local authorities, and the subsequent high wrought official advocacy of

Mr. Judge Hawkins, under the simple signature of Mr. Officiating Collector Read, who has *comparatively* been almost a passive agent in the business, your Petitioner has all along publicly alleged his incompetency to grant the said remission ; and that in spite of the remarkable efforts of the local authorities, to dress up their representation in favor of the claim of friends to its best possible advantage, your Petitioner's incompetency has been finally confirmed by your Board : that with respect to this charge of bribery all farther accession of strength is excluded by the acknowledgement of the said G. Palmer ; and that with regard to the letters and slip of paper alluded to in his deposition, when it shall please the Court to exhibit them to him, your Petitioner will be found prepared alike for explanation and defence :—*

3. That 2dly, with respect to the length of time which the Court of Enquiry is likely to continue, your Petitioner begs leave to observe, that it rests, in the first instance, on the degree of leisure which can be commanded from the current business, as well as extremely heavy arrears in the Collector's Office, and the duties of the Magistrate's Court ; and depends in the next place, on the judgment, of the presiding authority, with respect to the sufficiency or insufficiency of the matter brought forward on either side of the question, to answer the purpose for which the enquiry may have been instituted : That, your petitioner here begs leave to submit, that whatever be the cause of delay, it will not be free from serious injury to the case of your petitioner,—the long established paramount influence of the said G. Palmer, and others being

• It is now nearly two months since Mr. Palmer gave his evidence, and delivered into court certain letters and a slip of paper in support of that evidence. It is worthy of remark, that the spirit of secrecy, which is said to have ruled this witness in the preservation of this said slip of paper even with respect to his wife and his elder brother, seems to have affected the Court of Enquiry also. Just as the witness is said to have wrapped it up in a piece of wax cloth, and secured it in some sly corner, unknown to every other member of his family, the President of the Court of Enquiry seems likewise to have secured it in his strong box, safe from the gaze of the profane vulgar, as well as from that of the witness's alleged participator in the negotiation of the crime of bribery charged against him.—The manager is prepared with the means of a complete refutation of this precious portion of the extraordinary evidence of this gentleman ; but, for the present, declines entering upon it, in the hope of speedily obtaining an independent judicial investigation of the matter before a competent court,—where a fair opportunity of inspecting the slip of paper, and thoroughly examining the witness with reference to it, in common with certain other papers, &c. will be available to the manager.

at work in every direction, by means alike of hopes and fears. Your Petitioner, therefore, begs humbly farther to submit, that, the ends of public justice loudly call for a speedy termination to the pending investigation :—

4. That 3rdly, with regard to certain witnesses, respecting whom it is said, that your petitioner might, by continuing in office, exert undue influence over them, he begs leave to submit,—1stly. that up to the date of the representation made to the Commissioner of Revenue, your Petitioner's list of evidence had not been filed ; and 2dly, that, if the particular witnesses, supposed to be his dependents, upon the subject of whom your Petitioner is extremely grieved to find that the Collector's premature suspicion has, by some means, been excited, were nominated to him, your Petitioner would, most likely, be found prepared cheerfully to forego their evidence, and substitute others in their place, perhaps less exceptionable to the court :—

5. That, under the peculiar circumstances of his case, your Petitioner humbly beseeches your court to pause awhile, and weigh well the contents of the deposition of your Petitioner's* proved-false Accuser's Prince of Witnesses, ere it proceeds to decide upon the injurious suspension of your Petitioner, on the mere suggestion of the Collector, based as it stands upon such slender and insufficient grounds :—

6. That finally, your Petitioner craves leave to lay before the Board copies of a Petition in English and Persian presented to the Collector of Poorneea on the 15th of this month with reference to the insufficiency of the pending enquiry, in the exclusion of very material evidence on the part of your Petitioner, he begs permission to lay before the Board at the same time an attested copy of a *roobakaree*, in proof of this exclusive spirit, by which the enquiry must necessarily be crippled, and the ends of public justice frustrated : that, thus situated, your Petitioner beseeches your Board to take into their mature consideration the contents of these copies and to pass on them such orders as will secure to your Petitioner the full extent of his right in defending himself against the machinations of his enemies, and your Petitioner, as in duty bound, will ever pray.†

Poorneea ; 22d November, 1833.

A. IMLACH.

* See the Commissioner of Revenue's letter, No. 507, under date the 28th June, 1830.

† The Petition, dated the 17 November, 1833, to the Commissioners' Court, contained pars 2, 3, 4 and 5, of this Petition ; therefore the former is not printed to avoid useless repetition.

To the SUDDER BOARD OF REVENUE, Fort William.

*The humble Petition of Alexander Imlach, Manager of
muhullat purgunas Havellee, Poorneea, &c.*

SH EWETH,

That, impelled by the necessity of his case, your Petitioner again intrudes upon the time and attention of this court, and begs leave humbly to submit, that from Mr. Collector Gouldsbury's *roobakaree* of the 15th instant, it is clear, that the hearing of evidence on your Petitioner's side of the question, even if he should obtain the benefit of such hearing, which from the conclusion of the said *roobakaree* your Petitioner is led to consider rather doubtful, it must be in such a mutilated shape, as to exclude from the view of the court some of the most material circumstances, which constitute not only a very important part of his defence but without which the formation of any thing like a correct judgment will be a matter of utter impossibility :—

That, in the absence or any thing like an explicit documentary declaration of the powers with which the Collector has been vested for the investigation of the case of your Petitioner, he is left to conclude from the said *roobakaree*, (which your Petitioner elicited by means of a Petition) that the Collector has been furnished with certain heads, to which his investigation is limited ;—and that, with respect to the defence of your Petitioner the matter of conspiracy &c, by means of which your Petitioner stands accused before you, does not fall in with the letter of his instructions ; the Collector has, therefore, positively pronounced it irrelevant ; and will not admit such matter in defence :—

That, from the foregoing circumstances, your Petitioner is necessitated farther to infer, that, either the Collector must be interdicted from going into the matter of conspiracy &c, or that, he has not to this day had time to read or to hear, so as to understand, your Petitioner's Persian answer of the 11th instant to the charges preferred against him by Bejai Govind Sing ; because, if the Collector had, he would have seen the justice of your Petitioner's claim to the nature of his defence, and admitted it at once,—or represented the necessity of it to his immediate superior :—

That, in this place, your Petitioner extremely regrets being obliged to comment on the mere formality of hearing your

Petitioner's answer on the 11th of this month, when the *scriesh-tadar* who read the answer to the Collector, appeared unequal to the task, rendering many material parts of it, by his manner of reading, perfectly unintelligible to his hearers,—and skipping over others which he appeared not to comprehend himself; yet he was allowed thus to read on undisturbed to the end of the answer, without the possibility of being completely understood:

That, with respect to the other charges, preferred against your Petitioner, however injurious the delay,—and however irregular and insufficient the enquiry which is going on, and which has moreover been thrown uncontroled perhaps by want of leisure, into the hands of people, who are, for obvious reasons, notoriously subservient to the interests of the *Mootahids*, your Petitioner, even after his repeated humble representations can forbear murmuring yet awhile; but that, with respect to the extraordinary charge of bribery, the evidence, adduced by your Petitioner's accuser, who has in a manner sworn to the truth of another's allegation without any personal knowledge of his own, was closed on the 11th instant having both begun and ended with the deposition of Mr. George Palmer; that nevertheless, nothing has to this day according to your Petitioner's comparatively slender means of information, been done by the Collector towards its disposal;—although the said Mr. George Palmer, your Petitioner's actual accuser, who has by compact, however, assumed the garb of a witness,—stands according to the english laws at least, convicted out of his own mouth, not only of the crime of offering a bribe, but of avowing at the same time principles, which place him at once beyond the pale of credibility:—

That, your Petitioner most humbly solicits your particular consideration of the contents of the aforesaid Mr. George Palmer's deposition, (which was carefully revised and corrected by him ere he put his signature to it,) and prays your court to decide, whether his evidence does not necessarily resolve itself, in the first place, into an attempt to rob of his substance, the very man whose witness he now stands before you,—in the next, into an imposition of no common stamp with respect to the manager himself,—and finally, into a remarkable inconsistency with the very object of illicit gain, alleged to have been contemplated by the witness and the manager; for it will be allowed to follow, as a natural consequence, that the manager must be actually injuring his own interest in not lending himself as urgently required by the said

Witness and so powerfully seconded by his influential friends, to the attainment of the remission solicited by the *Mootahids* :—

That, it is for your court to adjudge, whether a witness, publicly avowing in an open court, such volatility of principles, sealing his own demoralization, and on the strength of such principles, with the boldness of convicted vice, inimicably stepping forward against your Petitioner, as he has notoriously done, be worthy of the court's belief?—

That, pre-eminent as stands the name of British Justice and British Judges all over the civilized world, it grieves your Petitioner exceedingly to observe, that the English delicacy of feeling, and punctilious demeanor, which with reference to parties, in all English courts, so peculiarly characterise the public ministers of equal Justice and Law, have been here laid aside to the very great detriment of your Petitioner in particular,—and to the depression of a suffering multitude of British subjects, dispersed over different parts of the face of this district :

That, the arrival of a Public Officer, altogether a stranger to the place,—who, under existing circumstances, seemed extremely studious of keeping himself strictly unconnected with the parties, and uncontaminated with the party spirit which has for some time been raging with no common fury, had been welcomed by your Petitioner as well on account of his own individual case, as the benefit of the people,—and been hailed, as a public blessing, by a very considerable portion of the inhabitants of the district at large :—

That, pending an important enquiry, pronounced by himself to be such,—with self-condemning evidence of the said Mr. George Palmer before his eyes, the Collector of the district has, much to the injury of your Petitioner, considered it not inconsistent with his present peculiar public situation, to step across the line, which he seemed so carefully to have chalked out for his conduct towards the parties in your Petitioner's case, and commenced a regular interchange of visits with the said Mr. George Palmer :—

That, lest your Petitioner, in drawing your attention to this breach of the rule, which the Collector appeared for the space of two months, much to the admiration of the people, to have laid down for himself, may not be thought to be actuated by any thing like merely personal, or invidious feelings, arising out of his own exclusion from the external civilities of this public functionary, your Petitioner has only to submit, whe-

ther such a sudden and remarkable difference of conduct in a public officer,—pending an inquiry of vital importance to the district, over which he has been appointed to preside especially, after hearing such self-convicting deposition too as the said Mr. George Palmer's, would not justify the construction whatever be the cause, of a leaning to the side which is experiencing his civilities in so palpably marked a manner.—

That, your Petitioner begs leave to assure your court, that in a district where, by rare combination of circumstances, the ascendancy of the said Mr. George Palmer has been so great as to embrace in its sway every department of its civil, criminal, as well as revenue administration, the effect of so remarkable a change in the conduct of a public functionary, cannot possibly with regard to your Petitioner in particular, who now stands, a marked man in the district, be altogether free from prejudicial effect :

That, to shew how this circumstance of the Collector's keeping aloof from Mr. George Palmer has been generally felt, and closely watched by the partisans of your Petitioner's combined accusers, the very instant that the Collector paid his first visit to the said Mr. G. Palmer, it was hailed as a signal of victory ; and letters of congratulation began to fly about in various directions :—

That, with respect to himself personally, armed with the justice of his cause, and reliance upon the rigid integrity of the authority, before which his case must go for adjudication, your Petitioner ultimately fears nothing : but, he begs to submit to the court's consideration the extent of harm which the mere dependants of public functionaries, by the bare appearance of freedom of access to them, have so frequently been known to commit in this country ;—what must, then, be the effect, under existing circumstances of any thing like familiar contact between a Judge and a Party,—and that Party a personage of no less influence and ascendancy than the said Mr. George Palmer? That, your Petitioner begs leave to assure the court, that the effect produced by such a union of circumstances (a union, perhaps, never exposed to the gaze of a British public,) is quite paralyzing to the moral courage of the native character, as your Petitioner will be found prepared to prove by instances, in respectable men in the present case :—

That, with reference to circumstances attendant on the case of your Petitioner, he begs leave briefly to draw the attention

of your court to the remarkably unequal steps, which characterize the march of justice, in the course of the inquest which has been instituted into its merits; and to bring humbly to the recollection of the court, that it derived its origin from a coalition of no common stamp,—made some of its first movements in the shape of remission under the private influence of the local authorities,—stept into public view under their auspices,—advanced forth into superior courts under their strongest possible official advocacy,—was pressed down for a while by unwarrantable assumption of illegal powers against better judgment,—lay dormant for some time for want of a disinterested judicial officer,—at length revived under the appointment of the present revenue authority of the district:—that the grievances of your Petitioner, up to the period of its revival, stands recorded in his petitions which are lying before your court; that, since then, under insufficient partial examination,—upon extremely slender grounds,—before the filing of his list of witnesses,—the Collector, prejudiced against your Petitioner by some means incomprehensible to him, has recommended the injurious suspension of your Petitioner from office;—and, pending the investigation,—in spite of the self-convicting deposition of the said Mr. George Palmer, has not hesitated to throw the weight of his personal intercourse, and interchange of civilities, the effect of which your Petitioner has already described, into the scale against your Petitioner;—That after such conduct, exceptionable beyond the possibility of a doubt, on the part of the presiding authority. your Petitioner humbly submits, what hope of equal justice can your Petitioner possibly entertain?

That finally, your Petitioner solicits the court's mature consideration of the circumstances above represented, and earnestly beseeches your court, that, in justice to your Petitioner, in common with a multitude of depressed, suffering British subjects, your court will be pleased to submit his present petition to Government, and to recommend either the appointment of an unexceptionable independant officer as Special Commissioner: or request the Sudder Dewanny Adawlut to take up and investigate the whole of the matter detailed in your Petitioner's answer to Mr. Officiating Collector Read's report of the 16th August last; and your Petitioner, as in duty bound, will ever pray:—*

Purneea; 30th November, 1833.

A. IMLACH.

* A duplicate of the Petition was sent to the Commissioner of Revenue at the same time.

*To the SUDDER BOARD OF REVENUE, Fort William.
The humble Petition of Alexander Imlach, Manager of the
muhulat purgunna Havellee Poorneea, &c.*

SHEWETH,

That, the Officiating Commissioner of Revenue, 12th Division, on the mere recommendation of the Collector, founded upon very slender grounds,—derived from insufficient, partial, investigation,—without bestowing a moment's consideration on the remonstrance of your Petitioner, has suspended your Petitioner from office pending the enquiry :

That, against this order of the Commissioner for your Petitioner's suspension, your Petitioner now begs leave to appeal to your Board, in the hope of meeting with that consideration, which has been denied him by the subordinate authorities :—

That, it is not against the mere matter of suspension, as depriving your Petitioner of his pecuniary allowance for a time, that your Petitioner appeals ; but it is for the removal of the injurious effects arising out of the Collector's inconsiderate, partial, and even biassed recommendation, and the Officiating Commissioner's easy and ready adoption of the measure, without any examination or enquiry, as if it were a matter of mere formality, that your Petitioner now presents himself before your Board :—

That, it is sufficiently clear, that the Collector's recommendation of the measure of suspension is grounded upon the seriousness of the charges brought against your Petitioner,—upon the possibility of the Petitioner's exerting undue influence over certain witnesses,—and upon the length of time that the enquiry was likely to last :—

That, your Petitioner here begs leave to say a few words upon each of these grounds of the Collector's determination to suspend him from office :—that your Petitioner readily acknowledges the seriousness of the charges ; in which, on the appearance in evidence of the slightest semblance to truth, your Petitioner would have cheerfully bent his head to an order for this suspension : that, on this head, your Petitioner humbly submits, that the evidence gone into up to the 11th of November, the date of the Collector's recommendation of this injurious order, (it being no more than Mr. George Palmer's self-convicting deposition, to which the attention of your Board has been called before now,) will not, to impartial mind bear out the Collector's determination against him,—even exclusive of the important consideration, that the accuser of your Petitioner is not only a long established enemy, but at the same

time stands convicted of bringing forward false charges against your Petitioner by means of intrigue and combination,—and has moreover, on the strength of audacity of no common stamp, had the extraordinary presumption to repeat some of those *identical* charges even in the present case :—*

That, with respect to the possibility of your Petitioner's exerting undue influence over certain witnesses, your Petitioner has already in his petition of the 22d November stated to your Board his readiness to withdraw the names of those that might be considered objectionable by the court : and here your Petitioner humbly submits to your Board,—of what avail can be the influence, of an isolated individual, situated as your Petitioner has been, with heavy charges hanging over his head, with the marked countenance ; nay, the open support of the authorities of the district directly opposed to him in devotion to the cause of his inveterate accuser, and their own friends ? Needs your Petitioner produce, or impartial justice demand, a stronger proof than the spirit of bold, artful, interested advocacy, which breathes through their official representation of the 16th August to the Commissioner's address, and by the Commissioner forwarded to your Board ? Needs your Board to be informed that the then Officiating Collector firmly united from the first, and by existing circumstances farther strengthened in his attachment to the interest of your Petitioner's opponents, is still on the spot, filling an official situation in the collectorship and magistracy of the district ? With this remarkable connection immediately before his eyes, what influence, then, can the Collector have been dreading for the ends of public justice, from an individual, who in the full possession of his office, is comparatively powerless ? With such nicety of observation, and anxiety for the ends of even-handed justice, did it never occur to him, even after the perusal of your Petitioner's reply to the officiating Collector's report, that the very remarkable circumstances of the case, over which he was presiding, admitted any thing like a chance of influential pressure from the opposite side of the question ?

That, whilst the President of the Court of Enquiry appears, *by some means*, which your Petitioner submits are *not to be found in the records*, impressed with the necessity of disarming the manager of his official influence, considered dangerous to the cause of justice in which he is embarked, and the Commissioner of Revenue, undisturbed by any consideration of possible or probable injury arising out of the measure,

* See Mr. Commissioner Lee Warner's letter to the Collector, No. 10, dated the 28th June 1830.—See Appendix D.

however loosely recommended by the President, at once confirms its necessity ;—your Petitioner cannot refrain from stating as one of the effects of Mr. George Palmer's ascendancy, and of the junction of the local authorities with him, that *mookhtars*, from fear, refused to act in this business for your Petitioner, and the pleaders; with exception of ~~one~~ man, fly from it under a variety of pleas,—although there is hardly any business transacting just now in the zilla court of Poorneea. Whereas, on the other side, safe and secure, upon grounds best known to himself, a *wakeel* of the court has, in disobedience to the order of a *roobakaree* of the zilla court,—in violation of the existing regulations, been boldly acting at discretion, as *Mookhtar* for your Petitioner's opponents. That your Petitioner applied to the zilla court for permission to the only *wakeel* who consented to act for your Petitioner, and your Petitioner's application was returned, without any Proceedings being held, or order passed upon it in violation of the injunctions of sec. 6 reg. 4 of 1793, with a verbal reference to a mere verbal answer to a written application of the *wakeel* himself of some days prior date ; That your Petitioner then applied to said court for a copy of its order to the *wakeel* who is acting for his opponents, and his application was graciously returned without any notice or effect :—That your Petitioner then, after mature enquiry represented to the Collector the circumstance of this pleader of the zilla court acting on the part of your Petitioner's accuser without the prescribed sanction of the court to which he belongs ; but all the notice that your Petitioner's representation met with, was the placing of it on the file, and the *wakeel* has in spite of such representation been allowed not only to act in court without any kind of objection whatever, but thus engaged, as he professionally stands in the pending investigation, he has, in company with another agent in this business, been allowed admittance even into the private residence of the President of this remarkable Court of Enquiry,—That, your Petitioner here submits, can all this be the result of pure accident, altogether unleavened with any sort of study or intention? That, as your Petitioner will have occasion to draw again your attention to the point of official influence in another place, he forbears commenting upon it for the present any farther :

That, the third ground of the Collector's recommendation for the suspension of your Petitioner : the length of time that the enquiry might last, as being remarkably insufficient, is deserving of the particular notice of your Board ; that pre-

vious to the determination of your Petitioner's suspension, the Collector devoted to his *open enquiry in Court*, no more than four hours, and since then, (11th Novr.) up to 4th December not more than five hours, altogether constituting 9 hours. * And here your Petitioner submits, that the devotion of any part of his time to the pending enquiry depended more upon himself than upon your Petitioner, with reference either to his personal convenience, or to leisure from his other avocations :—that whatever be the cause, your Petitioner humbly submits, whether the President of the Court of Enquiry has not, in the first place, inflicted a serious injury upon your Petitioner by his dilatory proceedings, and in the next by converting it into a reason for his suspension :—That, leaving your Board to decide upon this part of his grievances, your Petitioner now humbly craves your Board's permission, although the evidence against him be almost closed, to protest against the Collector's proceeding any farther with the business, on the ground of that officer's having *disqualified, by the most marked and open prejudging of your Petitioner's case* : That, aware of the objections which are lying recorded before his eyes, with reference to the former authorities, of the district, the Collector, as became his public situation, kept himself unconnected with all the parties,—and farther, as likewise became a member of private society, seemingly alive to the feelings of a circumscribed neighbourhood,—expressed his regret at the existence of the necessity for his doing so ; and persevered in this laudable course for the space of two months : that as President of the Court of Enquiry, he thus unconnected, went through the accusation against your Petitioner as well as his answer to it ; thus unconnected, he proceeded also into the evidence of Mr. George Palmer, the first witness brought forward on the plaintiff's side but immediately afterwards, in spite of this witness's *extraordinary self-condemning deposition*,—the Collector not only recommends your Petitioner's suspension from office but by his marked personal behaviour,—in open violation of the *rule* he had avowedly laid down for himself,—by the public breach of propriety and decorum, alike becoming and necessary to the situation of the President of a Court of Enquiry,—he throws himself at once in the arms of this very witness, with whom the prosecution originated, and by means of whom it is still carrying on ; that your Petitioner submits,—in this incipient stage of the enquiry, from such remarkable conduct, is

* On the 4th November about 2 hours ; on the 11th the same ; and much about the same on the 18th ; and 3 hours on the 4th December.

not the conclusion justifiable, that the mind of the Collector, —the judgment of the President of the Court of Enquiry,— (whatever, from attendant circumstances, be the nature or value of that judgment,) had been made up and completely formed against your Petitioner? Is there any room left for the indulgence of hope, that he is still looked upon with an equal eye, or that even-handed justice is any longer likely to be extended to your Petitioner? That, in submitting the foregoing grounds of his appeal against suspension, and in protesting against the Collector's being permitted to proceed any farther with the investigation, your Petitioner appeals to your English feelings, alive to a due sense of the high character of British Justice; whether that Justice, in any stage of this extraordinary prosecution, (save the removal of his former suspension,) has, at any time with even hand, been measured out to your Petitioner,—or that, under existing circumstances, at the hands of the present Authority, is at all likely to be measured out to him?—That, firm in his own rectitude, your Petitioner fears not the most rigid scrutiny,—and submits to your Board, whether he has not prayed for it long and aloud: and in his present Petition of appeal also he begs leave to address to your Board the same urgent prayer,—and moreover, to beseech your Board to grant it without any farther delay; and, in doing so, your Petitioner begs permission to state to your Board that, by means of this injurious delay, the unquestionable, long established ascendency of *Mr. George Palmer*, strengthened by a fresh accession in the open bias of the new Ruling Authority, has had its numerous ministers busily engaged, to the full extent of their power, to raise up fresh enemies against your Petitioner; and, that, in order to secure the confirmation of this said *Mr. George Palmer's* alike credible and creditable, hearsay evidence, the highest judicial Native officer of the district,—the acting Principal Sudder Umeen, has gone so far as to threaten to out-swear one of the Principal Witnesses against your Petitioner, if he did not depose as required by this influential delegate of this Prince of Witnesses:—That, sensible that any farther detail, either in comment upon the evidence, or exposition of the diabolical machinations of the combination, which has been formed against him, would here be out of place, your Petitioner, with pain, forbears entering into either, and concludes with humbly soliciting, that your Board will graciously take all his preceding Petitions, in common with this his Petition, in appeal, into their mature consideration, and grant your Petitioner's reiterated prayer for a full, independant, Judicial investigation, in justice to the individual case of your much injured Petitioner, as well as the

violated rights of a very numerous class of defenceless British Subjects ;—And your Petitioner, as in duty bound, will ever pray.

(Signed) A. IMLACH.

Poorneea, 7th December, 1833.

TO THE OFFICIATING COMMISSIONER OF REVENUE.

12TH DIVISION,

The humble Petition of ALEXANDER IMLACH, Manager of Muhullat Purgunas Havellee, Poorneea, &c.

SHEWETH,

That, your Petitioner, in consequence of the notorious marked subservience of the *Umlus* of the Collector's Office to the interests of the *Mootahids*, C. & G. *Palmers*, and his nominal Accuser *Bijai Govind Singh*,—and the machinations of a numerous band of Agents of various descriptions employed by them,—as well as the swaying, tutoring, and preparation of witnesses brought forward against your Petitioner, your Petitioner felt the necessity of all possible watchfulness, and accordingly made arrangements for the attendance of some persons in conjunction with his *Mokhtar* in the Collector's office, for the purpose of taking down the regular as well as the irregular proceedings, which have become rather common in his case, and noting down the names of witnesses to the remarkable sayings and doings, which have been tolerated against your Petitioner.—That, the adoption of this measure of procuring notes daily in the case of your Petitioner, has been imperatively called for by the Collector's refusal of copies of certain depositions, upon the extraordinary ground in the order arbitrarily passed upon his application of the 11th December, that, "*As the depositions were taken down in the presence of the Applicant, it is useless to grant him the copies required.*"

That, your Petitioner just now forbears drawing your attention to it as a matter of complaint, by comments naturally arising out of the remarkable spirit of the aforesaid order ;—but barely refers to it for the present as indicating a very strong reason for the employment of aids to his *Mokhtar* in taking notes :—

That, your Petitioner had looked on the Court of Enquiry as an open Court, and not a secret committee, and instructed his people to look upon it in the same light ;—that, agreeably to his instructions, under the immediate observation of the Collector, they had till this day been allowed to proceed undisturbed in the open performance of the duty assigned them : That, one of these men, whilst in the act of taking notes, without interfering in the slightest degree either with the Court itself, or with any person unconnected with the court, was, at the instance of a *mokhtar*, acting on the part of your Petitioner's convicted false Accuser,* on the plea of his not being your Petitioner's constituted attorney, ordered by the Collector to be turned out of Court :—

That, your Petitioner here craves permission to bring to your notice, by way of contrast, the conduct of the said Collector, in passing unnoticed the recorded remonstrance of your Petitioner regarding an established *wakeel* of the zilla court, acting as *mokhtar* on the part of his Accuser, in opposition to the order of the Court to which he belongs, and open violation of the regulation which bears upon a *wakeel's* acting as *mokhtar* in any other Court :—

That, meeting such unequal consideration from the President of a Court, which according to the avowal elicited from the President himself,† is itself based upon such narrow principles, as to be considered incompatible with the ends of equal justice, your Petitioner after praying often and aloud for the appointment of a competent Court, has, with feelings which he cannot venture to describe, personally withdrawn himself from the very questionable farther progress of the pending Enquiry, leaving people, as above stated, to aid his *mokhtar* in taking notes for the use of your Petitioner against exigency :—

That, under these circumstances, by a leaning to the side of his Accuser, which stands recorded on the face of the Collector's own proceedings, by the arbitrary turning out of his people, as above described, he has deprived your Petitioner of the means of early information, indispensably necessary to his defence :—

Your Petitioner therefore prays that, this Court will take his representation, with reference in particular to the Collector's extraordinary refusal to grant copies of papers required by your Petitioner, into its maturest consideration, and pass such orders upon it, as to its wisdom may seem meet, for se-

* See your Court's letter No. 507. under date the 28th June, 1830.

† See Mr. Collector Goudsbury's *roobakaree* of the 15th November, 1833 in page of the Postscript.

curing to your Petitioner undisturbed the right of watching over his interests by all such legal means as your Petitioner may choose to employ :—and your Petitioner, as in duty bound, will ever pray.—

(Signed) A. IMLACH.

Poorneea, 23d December, 1833.

GEORGE PALMER, inhabitant of the neighbourhood of the Lines, son of COLONEL, SAMUEL PALMER, aged 38 years, employment *Mootahidee*, appeared before the Collector on Monday the 11th November, 1833, corresponding with the 27th Karteeek, 1240 Bengal Era, and after the oath on the Testament was administered to him, deposed:—

Question.—That, in the matter of the charges preferred by *Raja Bijai Gobind Sing*, eight-annasshare owner of *Havellee*, *Poorneea*, &c. against *Mr. Imlach*, *Surburakar* of the said estate, he has named you a witness to the charges of bribe &c. you are therefore asked to declare all you know of the bribe ?

Answer.—Whilst negotiating for the settlement of 1240 *Moolkee*, about two or three days previous to it (the settlement,) I went to the *Surburakar*, *Mr. Imlach's* house, and the *Surburakar* took me into the S. E. room, and shewing me a book, which contained the rental of the *purgunnas* to be let, asked me to give him a bribe of 6,000 rupees per annum for five years, and he would reduce the rent an equal sum. I replied that at such a reduction, the farm would not yield enough to pay the rent, and requested him to remit something more, on which the *Surburakar* gave up ten thousand and odd rupees,* and told me to make my written application

* From the rent of the last lease of the farm of the deponent and his elder brother, the Collector ordered the manager in 1830 to remit rupees 7,110, 10, 5½ annually ; because he considered that sum could not be legally enforced ; and they got their present for only rupees 2,889, 5, 14½ less than the amount of rent they paid for the last lease ; but notwithstanding this,—and, in spite of the Collector's proceedings on this subject, which are in the Collector's office, and the accounts of the estate, this witness has the hardihood to swear that the manager asked him for a bribe of 6000 rupees per annum for five years, and he would reduce an equal sum in this witness' rent ; and on the solicitation of the deponent he gave up ten thousand and odd rupees !!!

for the farm. At that time I had engaged Bishun Moe, *Chowderaeen*, wife of Kishun Chunder, for my security; and she had also written a letter to the *Surburakar* agreeing to become my security; but after the application for the farm was accepted, Bishun Moe, on frivolous pretences did not become security. The *Surburakar* had sent the security bond under charge of Saeef Alee to the said *Chowderaeen* at Tazpore for her signature; Saeef Alee staid there some days, but she did not execute it, and put him off with excuses; therefore, Saeef Alee wrote to the *Surburakar*, that Bishun Moe, *Chowderaeen*, had not signed and sealed the security, and requested to know whether he should remain or return; his *urjee* with a note from himself, the Manager sent to me on the 19th March, 1832, requesting to know, whether he should allow Saeef Alee to remain there or call him back? This note is in my possession. I wrote an answer, but have not got a copy of it: afterwards when Bishun Moe would not sign the security, Saeef Alee returned; that, on this I stated to the *Surburakar* that as Bishun Moe had refused to become security, what should I do? the Manager advised me to look out for other security, and endeavoured himself to procure security for me; that after this, on the 4th April, 1832, the Manager wrote me a letter, saying that two cousins, who resided in the town, wished to become my security, and besides whom another possessed of 5,000 begas can be got. After that I may perhaps have written to the *Surburakar* to ascertain who the Cousins were? The Manager answered by letter dated 10th April, that the persons were the proprietors of Istemrar Sirsee Plasbunee, named Khyratee Jan and Mirja Muhumdee, and that it would be well for me to send a man to sound them; that in the *sunud* 7,000 begas are specified, and from one of the joint owners Aga Sahib had bought a four-anna share, and if I spoke to the Aga, who is acquainted with all the proprietors, he would get the matter arranged; This letter also is in my possession.—After this, the Manager wrote me a letter in english without date, saying that he had learnt from Oomrow Sing, *mookhtar*, that the whole of the Istemrar Sersee Plasbunee: consisted of 16,000 begas; Aga Ahmud Alee Khan's share alone is stated to be 4,000 begas, and between the two Cousins 6,000 begas being the share of one Cousin, there are in all 10,000 begas: agreeably to this (alluding to the Aga's $\frac{1}{4}$ share) the amount would be 20,000 begas: The Manager did not comprehend the matter. The 20,000 according to Oomrow Sing's account turning out only 16,000 begas. To clear up which he sug-

gested the accounts of the *putwakies* with their signatures as necessary, or any other mode I might think preferable: This letter is likewise in my possession.—After this the Manager again wrote me another letter on the 12th April, 1832, stating that if by to-morrow Kishun Chund, the husband of Bishun Moe, did not arrive, he would call on me for other security: This letter is also in my possession. After this, the Manager again wrote me a letter on the 27th April, regarding Shaik Hussien Reza, as security, whose son was at Patna, and to whose name the landed property had been transferred:—Therefore some delay occurred in the arrival of the *mokhtarnama* respecting the security; in consequence of which the *Surburakar* wrote that the *potta* and *qubooleeat* could not be exchanged, but I might take an *umulnama* and go on with my settlements; and that on receiving my answer he would immediately send the *umulnama* and asked if any thing else occurred to me: This letter I have also got.—When Bishun Moe refused to become security, on the security of others: namely Shah Sahib, Tesnarin Sing, Talever Sing and others, I received the *potta*. Previous to the settlement of the aforesaid people being my securities, I thought within myself from the corruption and covetousness of the *Surburakar*, that if he did not get more than 6,000 rupees, he might perhaps throw some obstacles in the way of the settlement; therefore one day when the Manager came to my house, I told him that if the settlement were made on the security of others, I should give him besides the 6,000 rupees, 1,200 rupees per annum more for five years.—The Manager heartily consented to this and desired me to consult my brother about it; but I did not tell my brother of it because my brother had repeatedly forbid me to take farms at a high rate. I listened not to this and committed a piece of folly and took the farm. On this account I considered that, having contrary to the advice of my brother, taken the farm at a high rent, if I mentioned to him the bribe to the Manager he would be displeased. *This was my intention, that if the farm turned out profitable, I should give the Manager what I had promised, and afterwards tell my brother of it; but if there be no profit, I should state my situation to the Manager. At that time I had no idea of the stone-heartedness of the Surburakar. I had considered it as certain, that the instant he should hear of the state of my farm he would not call for the bribe agreed upon.* I do not recollect the month, but one day, I, the deponent, went to the Manager's house, and told him of the bad state of the farm, and my losses, and stated to him that I was extremely anxious

about what I had given my word for :—On this the Manager remarked, Do not give yourself a thought about it : but after this, the Manager commenced in a variety of ways his enmity towards me : From amongst the *zumeendars*, one granted me a remission, but the Manager dissuaded and prevented the others from doing so.—Some time after the *bundabust*,—the period I do not exactly recollect, my elder brother came to and returned from Poorneea twice or thrice ; and when I met the Manager, he asked me, if I had consulted with my brother, but as I did not wish to mention the matter then to my elder brother, I replied to the Manager that I had not. Hence I think that some doubt was generated in the *Surburakar's* mind about his getting the bribe aforesaid :—I therefore went one day to visit the *Surburakar*, and having seated myself in the middle room, got into conversation there, when the Manager called me away into the south room, and remarked that “Life is uncertain, for what you have promised me, if you give me a document, it will be better.” Then the *Surburakar* either out of his box, or from under a bundle of papers, took a slip of China paper, on which was written the form of agreement for payment of the bribe, and gave it to me. It is written in pencil, “*that before or during the month of April, 1833, we promise that to Alec. I*” (which are the initials of his name) “*sicca rupees 7,200 we shall pay, value received ;**”

* The falsehood of the charge advanced against the Manager, admits of easy proof: The Witness was distressed in 1832 in consequence of his collections not going on successfully. In proof, the Manager holds a letter [see annexed letter] of his, complaining of his *Mahajun*, *Salamat Rae*, and begging assistance in every possible way. The Manager at length, at a personal interview, agreed to advance him the sum of 7,200 rupees, being an amount, lying idle upon his hands at the time,—and at the witness's request drew up in pencil the form of a note of hand, to be executed by the witness and his brother ; it being conditioned that the money was not to remain in their hands beyond the period of their present lease,—and that it should be optional with the Manager at the expiration of each year, either to take the money, or a fresh note, as circumstances might render expedient. Here the business stopt,—as the witness in combination with some influential friends, as well in as out of office, began to concoct a plan for obtaining, by their means a very substantial remission [24,000 rupees per annum] in his *jumma* or stipulated rent.—Now, lest this paltry sum of seven thousand odd hundred rupees should to some people, imposed upon by his external pomp and parade, appear to be beneath the dignity of so great a man as Mr. George Palmer, and therefore not likely to be solicited or accepted by him in the manner mentioned above, suffice it to state,—that, it has not been beneath his dignity to borrow from *Radha Sahoo* of *Bhuwanee*—poor 2,100 rs. from *Rajaram Koomar* 6,000 rs. besides 12,000 rs. in

and below are written—"1831-35-36-and 37;"—and requested me to give him, agreeably to this form one agreement for five years or five agreements for the five years.—After giving

advance for this year's rent, from Rampurshad Choudhree 700 rs. from Bundhoo Sing 10,000 rupees, and small sums from many other individuals. Shah Ulee Ruza holds an instalment bond from this witness agreeing to pay him 6,000 rs. per annum for 5 years, the witness having, by a sort of management, peculiar to himself, got clear of the interest not only of some eight or nine years previous, but also for the time to come. Salamut Rae, his muhajun, holds a bond for 20,000 rupees. It may not be a miss to state farther what the manager has discovered since the commencement of the operations of the Cabal against him; i. e. that the list of his own and his brother, Mr. Charles Palmer's property, which he shewed to the manager and Mr. Hawkins when about to renew his lease in 1832, amounting to about 50,000 rs. exhibited what had been mortgaged to Salamut Rae as security for this loan: More of this hereafter before a competent Court.

The mode adopted by the manager in the letting out of the estates in his charge, is proved to be that of early public notification, and public bidding. It is also proved, that, in common with others, the Plaintiff himself was in the field at the time of the settlement;—and farther, that he was opposed to, and bidding against Mr. G. Palmer himself, and, if he had succeeded in furnishing security as required by the notification, he would have carried the day against him. Under these circumstances, does their appear to be any room for the negociation of Mr. Palmer's alleged arrangement of corruption with the manager? But this is not all, this worthy witness' inimical disposition would seem completely to have got the better of his understanding,—or, he must certainly have calculated upon being carried through thick and thin by the friendly exertions of a barefaced confederacy. Now mark what follows:—The remission of the sum of 7,110, 10,5½ annually from the *jumma* of this witness last lease of the farm, was ordered by the Collector in 1830, because, according to his judgment, the payment of that amount could not be legally enforced; and this remission, according to the Collector's order, was regularly granted by the manager. This fact, recorded as it stands on the public proceedings of the Collector of the district, the witness will not dare to dispute. The *Jumma* of his present lease is only 2,889: 5-14½ short of the rent which he paid for his last lease of the farm;—and he has moreover declared upon oath that the productiveness of the farm had decreased. This also, being a documentary matter, it is not in his power to deny. Thus, the benefit arising out of his agreement to pay annually the sum of 7,200 rs. exceeds not 2,889: 5: 14½ per annum !!!

What must then one think of the audacity of this witness,—of the principles and the character of this man, when one finds him swearing to this extraordinary charge of meditated bribery against the manager, and not only implicating himself in the same crime, but at the same time charging himself with the additional one of imposition of no common stamp, and thus putting to shame the adage of there being honour even among Rogues and Thieves? The adage, perhaps, in this witness' opinion,

me this form, he also said that I should consult with my brother and give him the agreement, but I neither consulted with my brother, nor gave the agreement.—After this, I brought before the Manager the ruinous state of my farm,—on hearing this, becoming hopeless of receiving the bribe, he commenced his deceitful contrivances to ruin us. On my oath I have declared from my heart what is true.

in common with that of some others, refers to Rogues and Thieves as a regular professional body, and excludes from its range, such mental reservations as the present, when practised by Gentlemen like himself on particular occasions alone: and one is justified in this inference, from its being tolerated in the society in which he still moves,—of which he evidently forms a valuable member, and which is composed of all the Public Officers attached to the station, as well as some Gentlemen settled as Indigo Planters in the district.—

Copy of the letter alluded to above:—

A. IMLACH, Esq.

18th August, 1832

MY DEAR IMLACH,

The Koach tells me he will agree to whatever you order him in regard to paying the 54 sa. rs. *jumma* for the two years; but he only wants to make known his hard case to you, and if after hearing what he has to say, you still think he ought to pay that sum, he will give it.—

I have just dispatched 11,000 sa. rs. of our rents.—You will be surprised to hear only 4,000 sa. rs. have been received from Futteypore, and about 5,000 from Shreepore.—In the greatest part of the two *purgunnahs* especially in Shreepore, the *pooneah* is not even made, and the *ryuts* say, no *mahajun* will advance them a rupee, from there being no rain yet for their *Ropa*, on which crop they generally borrow: if any force is used for the collections the *ryuts* run away.—Charles writes me two or three of his Futteypore *ryuts* run every day, and he does not know when they will stop doing so.—I really know not what is to be done, if rents are duly exacted from the Shreepore, and Futteypore *ryuts*; sure ruin must be the consequence; but by giving them time to *ropakur*, we may bring round matters, and by the blessing of God a good fall of rain, set all to rights again, and I trust all may turn out for the best.—I will send you every rupee I can till the *kist* is paid off, and then pay the servants their wages.

Do my friend assist me in every way you can to enable us to get over these difficulties. That old fellow, Sullamut Roy, seeing the situation we are in, instead of making his terms easier and lighter for us, has endeavoured to make us pay him more than before, and I must do all I can to manage without him, and not submit to his imposition.—I am quite uneasy, and must be so till I have paid up your *kist*—Can you kindly oblige me by sending me the 1,000 sa. rs. for the Doctor's bungalow sold to the *Rajahs*: every little is a help at present.—

Your's sincerely

(Signed) GEO. PALMER.

Question.—Have you got the form for the bribe which the Manager gave you?

Answer.—I have got it with me, and deliver it to the Court,—as also the seven letters alluded to above, and another of the 27th April 1832, with which the Manager sent the *um-ulnama*—in all I deliver in eight letters. On the 16th Bysack 1240, I received the *umulnama*, and fifteen days after that, the *kubooleeat* and *potla* were executed.

Question.—That *Rajah* Bejai Gobind Sing has caused to be written in the 4th clause of his deposition, that previous to the *bundobust* of *purgunnas* Huvellee, Poorneea &c. the Manager went to *purgunna*, Soorjapore, and asked Panahoola, *dewan* of *Ranee* Zohoorun Nisa, part proprietress of that *purgunna*, to take the farm of *muhullat* Huvellee and Sooltanpore in partnership with himself: do you, witness, know any thing of this matter?

Answer.—*I am not a witness to this matter.* Whatever I heard from the said Shaik Panahoola, I am going to detail: It occurs to my recollection that Shaik Panahoola came to Purnea from Kishungunge in June, 1833; and one day,—the date I do not remember,—the said Shaik Sahib came to visit me at my residence in Mr. D'Assis's house. In the course of conversation, I asked the Shaik Sahib whether he did intend to take farm in *muhullat* Huvellee, Poorneea, &c.? and who had brought him to this? He replied, "that whatever passed between him and the *Surburakar* respecting the *izara* took place when the *Surburakar* and he were by themselves, and he would now also repeat to me in private." I seated myself close to him, and told him, *now we are by ourselves, state the particulars.* He related "that previous to the farming out the estate, the *Surburakar* had gone to Kishungunge and one day he came to the *Ranees* * in the morning to visit me, and told me that he desired to say something in private, therefore the persons who had been present were sent out. Then Mr. Inlach stated the *muhullat purgunnas* Huvellee, &c. are about to be let out very shortly, among them, *purgunnas* Huvellee and Sooltanpore, and *muhullat* Khangy are very profitable; do you take the farm of them in one of your dependant's name, and give your own, or some other security, on this Shaik Sahib remarked that he would not be able to manage the farm; the *Surburakar* said, I shall get it managed for you, leave that to me—" After this I asked the Shaik Sahib, In what way did he advise you to take the farm? and whether did he want to hold an

interest or share in it? He replied, "yes, he wanted to hold a share." I heard this in June of the present year from the Shaik *Sahib*, and told it to *Raja Bijai Govind Sing, Sahib*. At that time the Shaik *Sahib* did not know that *Raja Bijai Govind Sing* would complain, and he should be nominated as witness.—When he heard that *Raja Bijai Govind Sing, Sahib*, had complained, and his name had been entered as witness, he was displeased, and resorted to several contrivances to escape from giving evidence; and remarked that "I do not know *Raja Bijai Govind Sing*, why has he nominated me as a witness? I moreover said, that whatever Mr. Imlach stated was fact, but the word partnership was never uttered by him."—*On hearing this I was surprised*, and said at first you mentioned this in one way and now another; hence I conclude that you now express yourself in this manner to release yourself from giving evidence.—After this Shaik Panahoola repaired from Kishungunge to Purnea in September of the current year, and came to my house to visit me; when we met, I asked him, that you at first, said so and so—and now you say another thing, *i.e.* Mr. Imlach never mentioned the word partnership; and I then remarked, *that did not signify whether he mentioned the word Partnership or not; pray state fairly that from whatever passed between you and Mr. Imlach in regard to the bundobust of the said muhals, what did you infer? Did or did it not appear to you, that the Surburakar wanted to take the farm jointly with you for his own benefit?* The Shaik *Sahib* replied, "yes, that this was his object appeared clearly from the *Surburakar's* conversation. He also said "that the management rested with him." On this I remarked, what did it signify, whether the *Surburakar* used the word partnership or not? The intention of the *Surburakar* in speaking privately with the Shaik *Sahib* was to take the farm jointly.—The Shaik *Sahib* may be called and examined on oath. Whatever passed between him and the Manager, he will state explicitly: for he is a respectable man, and when he takes an oath, it is certain that he will tell the truth. Whatever I heard from him, I have stated.

Question.—When the conversation between you and the Manager regarding the bribe of 6,000 rupees took place, what other persons were there present?

Answer.—No other person was present: the Manager is not such a green hand as to speak of bribe before others.

Question.—When you and the Manager talked about the Deed for the bribe was any other person present?

Answer.—No other person was present.

Question by Surburakar—Was the estate let out in the *kuchuree*, or my private dwelling?

Answer.—The settlement apparently took place in the *kuchuree*, and the conversation that took place between me and the Manager was in his house: i. e. on looking at the *jumma* of the *purgunnas* in the book, whatever passed with regard to the bribe was in the house.

(Signed.) GEORGE PALMER.

No. 335. Mis. Dept.

To F. GOULDSBURY, Esq. Collector of Purneah.

Sir, I have perused with attention your letter of the 1st instant, with the persian papers and proceedings that accompanied it, as also all the previous correspondence on the subject, and have no hesitation in giving my opinion that they do not bear out *Raja* Bejai Govind Sing in the accusations he has preferred against Mr. Imlach the *Surburakar* of the estates, and with advertence to the circumstances stated by Collector Hawkins of date 10th August 1832 para. 4. * I

* Para. 4. of Mr. Collector Hawkins' letter of the 10th August 1832. to G. Lee Warner, Esqr. Commissioner of Revenue 12th Division.
 " You are aware that half the Estate, is the property of the sons of *Raja*
 " Sreenarain Ræe. The other half has been adjudged to Bhya Jha, the
 " father of Bejai Govind Sing, by the Court of Sudder Dewanny Adawlut
 " now forms the subject of an appeal to the Privy Council, preferred by
 " the late *Raja* and carried on after his death by his son. To them the
 " removal of the *Surburakar* would be a measure of great hardship; as
 " they have succeeded to the estate by virtue of inheritance and are natu-
 " rally anxious to preserve their hereditary property; whereas Bhya Jha,
 " the father of Bejai Govind Sing, was the first of his family who ever had
 " any thing to say to it, and the son, I fear, would have no objection to
 " convert his share of the property into cash: allowing such to be the
 " case, Bijai Govind Sing would never pay his portion of the revenue, but
 " compel the other party either to pay the whole or force on a sale of the
 " entire property. I am certainly justified in saying that Bijai Govind
 " Sing can have no good object in view in wishing to remove the *Surburakar*.
 " If good management be his object, that has been already fully
 " attained, as for the last 3 years the estate has yielded a much larger
 " profit than it ever did before and there is scarcely a begah, which is
 " cultivable, out of cultivation."

request you will immediately restore Mr. Imlach to his situation.—

I am &c.

Commissioner's Office 12th Division,
Monghyr, the 15th Feb. 1834.

C. W. STEER,

Offct. Comr. of Rev.

P. S. A copy of my persian proceeding of this date is herewith sent for your information and guidance.

(True Copy.) (Signed) C. W. STEER,

Officiating Commissioner of Revenue.

APPENDIX. C

Extract from Bejai Govind Sing's Petition, dated 19th Katik, 1237 Moolkee: corresponding with the 3rd. November 1829.

" Par. 3rd. In the time of Buzlul Hossain, *Surburakar*, " Mr. Charles and Mr. George Palmer took a sudder farm of " *mehals*, Havellee, Poorneen, Sooltanpore, Futtypore, Singeea, " Sreepore and others, and fell considerably in arrears. They " sent a statement to *Baboo* Byjnath Sing, the former *Surbur-* " *akur*, praying for a remission on account of certain items of " expenditure, which, agreeably to the engagements, ought not " to have been remitted. A copy of this was sent by the " *Surburakar* to me, and as I was dissatisfied from the first " that the farm had been given to those Gentlemen; and as I " had farther presented a petition to the Sudder against them " on account of losses suffered, which was still under investi- " gation, I did not make any reply to the *Surburakar*. With- " out the knowledge of my *omlah* has given back the state- " ment formerly filed, and has taken another including items " on account of another farm; and wishes to make the remis- " sions requested. Now these farms are for five years, and if " the remissions be allowed, the estate will suffer to the " amount of upwards of 40,000 rs. Other parties will also " make applications of the same nature, and then a loss of lacs " of rupees will accrue. "

APPENDIX. D

Extract of Mr. Officiating Collector Hawkins' letter to the Commissioner, dated the 7th Dec. 1829.

" It would perhaps be premature in me to offer an opinion " upon the case; but as far as I am enabled to judge from Mr. " Imlach's character, and his mode of conducting business; " as well as from my own knowledge (obtained from the " records of the office) of some of the allegations contained in " the Petitions, I am led to believe that the charges are with- " out foundation."

Extracts of Mr. Collector Lewis' letter to the Commissioner, dated 18th June, 1830.

" In compliance with your instructions, I called upon Bejai " Govind Sing to substantiate the accusation, of fraud and " collusion, made in his petition; his answer I transmit here- " with, and you will no doubt be surprised when you learn, " that he denies having made any such imputations against

APPENDIX A.

of Havellie &c. Pargunnas, shewing the Jumma wused bankers from the Poonyha to the 9th Chait, 1240 Moolkee.

Total Jumma payablee pay- ablee to by Mas- ters & an- nual Khas- Moolkee.	Difference.	Jumma pay- able by Mos- tajeers.	Jumma an- settled Khas. Moolkee.	Total Collec- tions up to 9th Chait, 1240 Moolkee.	Collected from the Mastajeers	Collected from Khas- Moolkee.	Total Ba- lance due by Mastajeers and Khas- Moolkee.	Balance due by Mast- ajeers.	Balance due by Khas- Moolkee.										
3,392	3 5½	6,452	2 15	22,894	8 10½	6,497	10 10	116,811	2 7½	112,415	14 8½	4,395	3 19	12,581	13	10,478	10 2	2,102	6 11-4
674	0 10½	14,463	7 5	01,044	6 1	28,660	4 6½	94,892	11 7½	83,207	12 17½	11,684	14 10	34,731	15 3	17,806	9 6½	16,975	5 16½
618	1 1	1,110	11 5	65,678	1 1	3,940	11 11	59,922	6 17½	57,603	11 2	2,318	11 15½	9,695	10 3½	8,074	5 19	1,021	4 4½
313	2 13½	1,953	7 10	24,368	7 13½	924	11 11	18,731	11 12½	18,365	11 15½	365	15 17	6,582	2 3	6,023	6 17½	538	11 3
685	5 17½	4,374	12 12	25,480	13 17½	25,204	8 11	35,637	4 12½	17,676	15 17,616	3 17½	16,048	1 5	8,804	13 2½	7,243	4 2½	
5,683	7 3 35,354	7 12½	340,456	5 6½	65,227	1 10½	325,994	9 17½	289,265	7 18½	36,726	1 19	79,688	13 5½	51,157	13 7½	28,500	15 17½	

28th March, 1833.

CHARLES and GEORGE PALMER.

PENDIX B.

Collected &c. Balances from Poonyha to the 15th Seven 1241 Mookke.

an- has- s.	Total Collec- ions up to 15th Saven 1241 Moolkee.	Collected from the Mustajers Mohulls.		Collected from Khas- Mohulls.		Total Ba- lance due by Mustajers and Khas- Mohulls.		Balance due by Musta- jers.		Balance due by Khas- Mohulls.								
12 1/2	121,169	7	9	120,522	13	4	3,646	10	5	5,057	13	9	3,508	1	1 1/2	1,549	12	7 1/2
6 1/2	108,353	10	7 1/2	95,391	7	18 1/2	2,962	2	9	21,321	..	3	5,662	14	5 1/2	15,698	1	17 1/2
..	68,942	6	19	61,491	2	4 1/2	2,451	4	14 1/2	5,675	10	2	4,186	14	16 1/2	1,488	11	5 1/2
..	20,470	15	6 1/2	19,987	11	12	483	3	14 1/2	4,871	2	14 1/2	4,510	14	9	369	4	5 1/2
..	42,363	6	2 1/2	21,561	12	5	20,798	11	17 1/2	9,293	14	10	4,481	13	..	4,812	1	10
19	359,300	..	4 1/2	3,857	15	4	40,342	..	2	46,219	8	18 1/2	22,301	9	12 1/2	23,917	15	6

31st July, 1833.

CHARLES and GEORGE PALMER.

Statement

Names of P./Gannas.	Total Jamma		Total
	Mokmee payable to Surbaraka- tee.	De- bit set	De- bit set
Havellee	22,939	6	5
Shreepore	115,211	3	1 1/2
Soellanpore	61,507	5	15
Khaney.	23,359	11	3 1/2
Falleypore	47,811	5	5
	370,328	15	10

“ the *Surburakar*. A reference to his petition will suffice to
 “ convict him on this occasion of a most impudent falsehood,
 “ as the words and are both applied
 “ in more than one place to that officer, nor does any farther
 “ remark on that head appear to me necessary, as it remains
 “ with you to determine in what manner notice should be
 “ taken of so unjust and unprovoked an attack.

“ It appears to me, that Mr. Imlach's character,
 “ instead of being injured, has been made to stand even high-
 “ er than it did before by this investigation,—as it is quite
 “ evident, that the enmity of both parties is excited only be-
 “ cause he will not lend himself to the pitiful intrigues which
 “ each has been in the habit of carrying on for its own indivi-
 “ dual advantage. ”

*Extract of Mr. Commissioner Lee Warner's letter to
 Mr. Collector Lewis' address, dated 28th June, 1830.*

“ The result of the enquiries, made by you, is highly satis-
 “ factory as regards the character and conduct of Mr. Imlach,
 “ who in every circumstance has evinced a zealous and up-
 “ right determination to discharge the duties entrusted to him,
 “ and he is entitled to every protection and encouragement
 “ consistent with the regulations which you in your official
 “ situation can shew him; the intrigue and combination
 “ which is apparent in the manner in which the Petitioners
 “ have brought forward charges impeaching the character
 “ of the Manager of the estate, the attempts, futile as they
 “ are, to injure and defame Mr. Imlach, deserve the severest
 “ censure, and when the total want of all proof to establish
 “ any one charge is considered, I have no hesitation in re-
 “ cording my opinion that the accusations are totally unprov-
 “ ed, and destitute of truth; I am not aware of any Regula-
 “ tion which authorizes me to direct you to fine them for
 “ their unjustifiable proceedings, unless the general issue of
 “ the investigation might render the Petitioners liable to the
 “ penalty directed to be imposed for disrespect to the Reve-
 “ nue Authorities. As it is, you will be pleased to call *Raji*
 “ *Bejai Govind Sing*, and *Noonoo Missur*, being the repre-
 “ sentative of *Ranee Seedhawutty* before you, and have the
 “ Petitions read to them, and having dwelt upon the unwar-
 “ rantable fact of their preferring charges of such a criminat-
 “ ing nature, without the shadow of proof to establish them
 “ you will distinctly inform them that the charges are con-
 “ sidered by me as totally unfounded, and that Mr. Imlach
 “ has the option of suing for damages in the Civil Court fo

“defamation of character, and such other matters as he may
 “think proper to bring forward against them. It is deeply
 “to be regretted, that native Gentlemen, proprietors of es-
 “tates, and possessing personal property to a considerable
 “extent, should not be more guarded in their conduct, and
 “suffer themselves to be led away by the sinister intentions
 “of those who seek only their own private advantage, without
 “reflecting on the consequences which must result from de-
 “feat, and the stigma and odium which remain attached to
 “the name of the unjust Accuser. You will inform them,
 “that the Revenue Authorities are ready at all times to attend
 “to any complaints which may be brought to their notice;
 “but it behoves the petitioners to remember that accusations
 “without proof will most certainly lead to the punishment of
 “the party so offending; and a repetition of such an unlaw-
 “ful attempt to injure the character of Mr. Imlach, or any
 “individual, with the intention of causing that person (who-
 “ever it may be) to be removed from the Commission grant-
 “ed to him as Manager of an estate (or as it may be) will
 “subject the Petitioners to a more marked degree of censure
 “than is passed on this occasion, as I shall consider it my du-
 “ty to report the circumstances for the consideration and or-
 “ders of the Governor General in Council, that some public
 “mark of Government’s disapprobation may be shewn, to en-
 “deavour to put a stop to conduct so degrading to the charac-
 “ter of a native gentleman.”

APPENDIX. E

Statement of the productiveness of the Estate.

Period	Amount Collected	Establishment &c.	Manager	Remarks
Moolkee	Rupees	Rupees		
1225	478,752	39,132	Aga Abnudalee	
1226	491,715	31,946		
1227	481,560	30,017		
1228	496,917	27,398		
1229	501,461	27,697		
1230	514,752	2,180	Court of Wards	Arrears of former years to the amount of 157,600
1231	573,258	7,906		rupees principal, and
1232	552,013	10,241		rs. 22,267 interest were
1233	517,782	23,099		realized besides the annual collections.
1234	544,074	30,499	Mr. Jas. Barnes	
1235	557,534	31,851	Bajlul Hossain	
1236	535,473	29,431	Byrnath Sing	
1237	584,327	30,507	A. Imlach	Arrears to the amount of 28,900 rupees were realized in 1237 besides the annual collections,
1238	580,442	30,044	Ditto.	
1239	579,536	30,676	Ditto.	

APPENDIX. F

By way of exhibiting the ingenuity of tyranny in some of the pranks which it plays off in this district, after the good old times of the Mogul Government, it may not be amiss to state the following :—With the senior farmers of the district, as well as their junior dependants, beating and confinement are matters of course,—dressing out defaulters with a string of shoes and shells round the neck, and causing them to stand with their legs stretched asunder.—causing people, who may unfortunately, happen to possess a little substance hitherto free from their clutches, under some such plea, as the accidental trespassing of cattle in some fallow lands, to sign a *quboolat* for those lands for a certain number of years,—by means of a log of wood placed on their shoulders, themselves made to stand with their legs stretched asunder, and *peadas*, pressing down the ends of the log according to occasion—placing a large body of *peadas* round the residence of defaulters, thereby closing up all egress of the female members of

their families.—Breaking into their premises without much ceremony, and seizing them within their houses.—Securing an unfortunate defaulter with one end of a rope, the other end being tied to one of the hind legs of an elephant,—suspending a man in a Well, till he agrees to execute a *quboolcut*.

As to the matter of redress, the Records of the Foujdaree Court liberally testify to the speed with which even-handed justice has been measured out to the oppressed.—

APPENDIX. G

Whilst *all* the public servants of Government, from the Judge and the Collector, down to the lowest grade that can be considered of *any* consequence, in common with people of all ranks unconnected with office, (except, perhaps, the interest they might have to be friend, or secure in any department,) were dancing attendance at the house of Mr. George Palmer, such has been the dread of the ascendancy of the *Mootahids*, as well as the open determined efforts of the Authorities in their favor, that *the very few* native officers who did before occasionally visit the Manager, discontinued going to his house. A respectable native ministerial officer, having occasion to call upon the Manager on his own private business, *felt it necessary to metamorphose himself*, ere he ventured to bend his course towards the Manager's house.—A number of respectable Residents of the district, for fear of incurring displeasure,—*perhaps risk*—would not venture to visit him:—More in due time before a competent Court.

FINIS.

To C. W. STER, Esq.
Officiating Commissioner of Revenue, 12th Division,
Monghyr.

SIR,

With reference to your predecessor's letter, dated the 22d October, 1833, and the letter from the Sudder Board of Revenue which accompanied it under date the 24th September, 1833, I beg to submit for your final orders under the provisions of Section III. Regulation V. 1827, the proceedings held by me in the case of Mr. Alexander Imlach, *Surburakar* of Pergunnah Havellee Purnea, &c.

2d.—The following is a brief summary of the charges preferred against the *Surburakar* by Bejue Gobind Singh, the proprietor of an 8-anna share of the Havellee estate.

First.—That, in the month of *Chyle*, 1240 Moolkee, Messrs. C. and G. Palmer, extensive farmers on the estate, petitioned the *Surburakar* for a remission of rent, which was absolutely necessary to save the property from eventual ruin, and to which he (the complainant) gave his consent. Notwithstanding which, Mr. Imlach would not grant the required remission, thereby occasioning serious injury to the estate. That the complainant heard from Mr. Geo. Palmer, that at the time he obtained his lease of the farms, the *Surburakar* demanded a bribe of 6,000 rupees annually on condition of his giving the farms at a less *jumma* than the Messrs. Palmer before paid, and a further bribe of 1,200 annually for accepting the security tendered by the farmers.

Second.—That the Pergunnah of Rbokunpore, which pays a yearly revenue to Government of upwards of 15,000 Rs. and the *mofussil jumma* of which is nearly 20,000 Rs. was let in farm by Mr. Imlach in *benames* to Rajindernarain Roy, (one of the sons of the late Sreenarain Roy, to whom an 8-anna share of the estate belonged) for only 10,225 rupees, thereby occasioning serious loss to the complainant; and further, that when the Pergunnah was about to be farmed out, he (Bejue Govind Singh) sent people to Mr. Imlach, offering to take the farm at a higher *jumma* than what the other party would give, and to deposit money as security, which Mr. Imlach, owing to his friendship and partiality for Noonoo Mitter (the guardian of Sreenarain Roy's sons) refused.

Third.—Quantities of "*maul*" or revenue lands, belonging to the estate, have been fraudulently converted into "*mittak*"

or rent-free, and the *Surburakar* told the complainant, that if he would pay him something for his trouble he would take measures to recover these lands. He offered to pay 5 per cent. on the *jumma* so recovered, but Mr. Imlach was not satisfied with this, and demanded 12½ per cent. on the *jumma*.

Fourth.—Before the Messrs. Palmer obtained their present lease of the farms, Mr. Imlach went to Soorjapoore and asked Shaik Punnaoollah, *Dewan* of Rannee Zuhooroon Nissa, to share the *izara* of Pergunnah Sooltanpore and Mehanl Khangee with him.

Fifth.—When the estate was under the management of the Court of Ward, Mr. Imlach held zillah Goraree in farm on the security of Mr. Chas. Reed, and on the expiration of the term of the lease a balance was due by him of upwards of 7,000 rupees. On Mr. Imlach's being appointed *Surburakar* he instituted a suit against Mr. Reed for the recovery of this amount, omitting mention of his own share in the transaction.

Sixth.—In a dispute for the property of the late Jyekanth Roy, Mr. Imlach, who was *Mokhtar* on the part of the heirs, took an agreement from them to pay him an 8-anna share of the property, and obtained a summary order from the court in their favor for possession of the property, Noonoo Misser becoming security.—The great friendship existing between the *Surburakar* and Noonoo Misser is owing to the above cause.

Seventh.—That Mr. Imlach was in the habit of summoning all the *putwarees* on the estate two or three times a year for the purpose of giving in the *Hustabood* papers. On such occasions the *putwarees* were placed under restraint, and *nuzzurs* were taken both for the *Surburakar* and a person named Syfe Ally, one of the *Surburakar's* *Umlah*.

3d.—In reply to the foregoing charges, Mr. Imlach has given in a voluminous defence, denying the charge of bribery and such of the others as attach any misconduct to him in his capacity of *Surburakar*. He states that the complainant has been instigated to prefer these accusations by Mr. George Palmer, and that a cabal had been formed against him for the purpose of getting him dismissed from his situation, to which the late Judge and Acting Collector were privy. He offered to name witnesses in support of the counter-charge of conspiracy, but as I conceived that the story was in itself preposterous, and that even if there was any truth in it, the investigation of it did not rest with the Collector, I did not deem

it necessary to examine any witnesses on the subject, but confined my enquiries to the facts stated by the complainant, telling Mr. Imlach that he was at liberty to bring forward any evidence he might have to refute the actual charges brought against him, that I had nothing to do with the conspiracy (if such existed ;), and moreover, that before a charge of conspiracy could be admitted, it would be necessary for him to prove that the accusations brought against him by the complainant were unfounded.

4th. The proof of the 1st charge rests solely on the evidence of Mr. George Palmer, who deposed, that before the *bundobust* for 1240 *Moolkec*, Mr. Imlach shewed him the *jumma* of the several Pergunnahs, and told him that if he would agree to pay him 6,000 rupees ~~per~~ annum for five years, he would grant him a new lease of the farms at 6,000 rupees less than their former *jumma*. To this Mr. Palmer objected, and asked for a still further reduction in the *jumma*. Mr. Imlach then agreed to remit 10,000 Rs. on a consideration of the bribe before mentioned, and undertook to procure a person to become *malxamin* or security for Mr. Palmer. After some time had elapsed, and Mr. Palmer found that Mr. Imlach was throwing obstacles in the way of obtaining the security, he offered Mr. Imlach a further sum of 1,200 Rs. annually if he would accept the security tendered, to which the *Surburakar* agreed. That one day, while Mr. Palmer was visiting at Mr. Imlach's house, the latter called him aside into a private room, and told him that it would be advisable for him to give a written agreement for the payment of the sum stipulated, according to a form written in pencil, which Mr. Imlach shewed him. (Mr. Palmer produced this, and it has been filed with the proceedings.) Mr. Palmer further deposed, that when Mr. Imlach heard of the loss which they were likely to sustain by the farms, which precluded the possibility of his receiving the sum stipulated, he took every means in his power to injure them, and refused to grant the required remission.

5th. Mr. Imlach has brought forward no evidence to refute this charge, he simply denies it, and asserts that Mr. Palmer being himself the real prosecutor, his evidence as a witness is inadmissible. He does not deny that the paper produced is in his hand-writing, but says that he was in the habit of lending money to Mr. Palmer, and that it may possibly have reference to some transaction of the kind.

6th. If Mr. Palmer's testimony can be relied upon, (and I can discover no reason to doubt the truth of it,) the charge of corruption must be considered as a true one. Mr. Palmer* has certainly been to blame for becoming a party to a corrupt transaction; but this ought not to invalidate his testimony, and it rests with you to determine whether the evidence of a single witness can in such a case be deemed *legal* proof.

7th. The *Surburakar's* refusal to grant the remission claimed by the Messrs. Palmer, cannot be considered as an act of misconduct; and it appears from the 7th paragraph of the Sudder Board of Revenue's letter to your predecessor, dated 24th September, 1833, that he had no authority to do so—that part of the 1st charge must therefore fall to the ground.

8th. The facts stated in the 2nd charge have been proved, although Mr. Imlach denies that Bejue Govind Singh made a higher offer for the farm of Pergunnah Rookunpore than the other party, or that he sent money to be deposited as security; but there is no doubt that the Pergunnah was farmed *benamée* to Rajindernarain Roy at less than the Government † *jumma* and considerably less than its actual value ‡; and this circumstance alone shews that the *Surburakar* was to blame.

9th. Mr. Imlach does not deny the facts stated in the 3d charge, with regard to his having demanded something for his trouble in recovering the *maul* lands belonging to the estate; he maintains that no Regulation prohibited his demanding a remuneration for prosecuting such suits, and I am not aware that there is any prohibition against a *Surburakar* being employed as an agent for prosecuting and defending suits.

10th. The only evidence in support of the 4th charge is that of Shaik Punnaoollah, who states that Mr. Imlach asked him to take the farm of Pergunnah Sooltanpore and Mehal Khangee, and said that he would manage the matter, from which he (Punnaoollah) inferred that Mr. Imlach meant to go shares with him.

11th. With regard to the 5th charge it appears from the records of the Civil Court that Mr. Imlach did institute a suit as *Surburakar* against Mr. Reed, for the arrears of rent due on account of the farm of zillah Goraree; stating in his petition of plaint, that, although Mr. Reed made use of his

* Subsequently Mr. Collector Gouldsbury upheld Mr. George Palmer as a person of "upright conduct."

† 15,481 Rs. Govt. Revenue.

‡ Upwards of 17,000 Moolussil jumma.

name, he never had possession of the farm, and that Mr. Reed was the responsible person. Mr. Reed on the other hand, stated that he merely became security for Mr. Imlach and thus the matter rests, the case being still undecided.

12th. The 6th charge is unconnected with the present case, and appears to have been brought forward merely to account for the friendship between Mr. Imlach and Noonoo Misser. I shall therefore pass it over without further notice.

13th. Some of the *putwarees* were examined in support of the 7th charge, and deposed to *nuzzurs* having been taken, but as the charge is a vague one, and the complainant has nothing to do with it, I have not deemed it necessary to institute any particular enquiry on the subject, the *putwaree* being at liberty to come forward and complain against the *Surburakar* if he has been guilty of any oppression towards them.

14th. On referring to the records of this office, I find that this is not the first time that Bejue Govind Singh has complained of Mr. Imlach's conduct. On the 7th December, 1829, Mr. Hawkins reported to the Commissioner regarding petitions presented by Bejue Govind Singh and *Ranee* Seedhawuttee, (the mother of the minor sons of Sreenarain Roy) both praying for Mr. Imlach's removal. Mr. Hawkins in his letter of the above date states, that he considered the charges unfounded, but it does not appear that he instituted any particular enquiries on the subject, founding his opinion merely on the replies furnished by Mr. Imlach. I beg to refer you to Mr. Hawkins' report on the subject. You will observe that the transaction regarding zillah Goraree, which forms the subject of the 4th charge in this case, was then mentioned, and that Mr. Hawkins conceived Mr. Imlach's account of it to be the true one.

15th. The power assumed by Mr. Imlach of farming out the estate, appears from the 7th paragraph of the Sudder Board of Revenue's letter to your predecessor, dated the 24th September, 1833, to have been quite illegal, and has, it would appear, led to abuses. Mr. Imlach however states, that this power was exercised by all his predecessors, and that none of the Collectors objected to it. It would besides have been almost impossible for a single individual* to exercise the manage-

* Yet Mr. Collector Gouldsbury in his letter to the Commissioner dated 26th March, 1834, did not hesitate to recommend Mr. George Palmer or Mr. Charles Palmer, as Mr. Imlach's successor, "with the utmost reliance on their integrity and competency for the task."

ment of such an extensive estate if the whole of the property was held under *khass* management.

16th. In conclusion I must, in justice to Mr. Imlach state, that the witnesses, examined in his defence, have borne testimony to the good character which he has hitherto held.

I have the honor to be, &c.

Purneah, Collector's Office, the 1st Feb. 1834. } (Signed) F. GOULDSBURY, Collector.

Note.—I have not adverted in the above report to several circumstances alluded to in Bejue Govind Singh's petition, of which no proof has been brought forward; I beg therefore to refer you to my Persian proceeding for the particulars.

(Signed) F. GOULDSBURY, Collector.

(True Copy) C. W. STEER,
Offg. Commr. of Rev.

TO THE MEMBERS OF THE SUDDER BOARD OF REVENUE.
Fort William.

The humble Petition of Alexander Imlach, Manager of Muhallat, Purgunahs, Havellee Poornea, &c.

SHEWETH,

That, on the 15th February, 1834, Bejue Govind Singh's complaint against your Petitioner being dismissed by the Commissioner of Revenue of the 12th Division, your Petitioner was ordered to be restored to his situation, and that Bejue Govind Singh, at the instigation of Mr. George Palmer, having transmitted his Petition of Appeal from the Commissioner's decision to your Board, your Petitioner feels himself called upon to lay the extreme hardship of his case before your Board, in the hope of obtaining that full measure of justice which has been hitherto denied him :

2. That, suffering from the marked partiality of Mr. Collector Gouldsbury, President of the Court of Enquiry, and accidentally informed of the suppression of much important matter on the side of your Petitioner, he lost no time in applying by petition, before the papers of the case were forwarded to Monghyr, for a copy of the said *Roobukaree* and his

English Report of the case to the Commissioner's Court; but his application in this instance, as in others before this, was not allowed by the Collector:—that, consequently, your Petitioner was necessitated to transmit a petition to the Commissioner's Court, praying for a copy of the same, and soliciting the said court to suspend its judgment, till your Petitioner was furnished with the means of submitting to its consideration the extent of official misrepresentation which had been employed in sending up the case for disposal to the Commissioner's Court; but, unfortunately for your Petitioner, before he had it in his power to lay his grievances before the said court, the case was decided by the Commissioner:

3. That, under these circumstances, the plaintiff having transmitted his appeal to your Board, your Petitioner feels it necessary in the first place, to bring to the notice of your Board a remarkable feature in the proceedings of the Court of Enquiry; and in the next place, to submit to the judgment of your Board the *mis-statement as well as omission, or rather suppression of very important matter, with reference to your Petitioner's side of the case*:

4. That, in the first instance, your Petitioner begs leave to call the attention of your Board to the plaintiff's original *durkhast* of the 14th August, and to the 30th paragraph of Mr. Officiating Collector Read's Report with regard to the said *durkhast*, dated 16th August, 1833, wherein, with reference to the charge of bribery it is distinctly stated, that *your Petitioner demanded a bribe for granting the remission solicited by the Mootahids, and has not granted it in consequence of not having received a bribe for so doing*: that, here your Petitioner begs permission to remind your Board, that the report which bears this clear statement of the plaintiff's charge, is the production of men devoted to the interest of the *Mootahids*, and, *by means of official as well as daily private communications* intimately acquainted with the matter thus distinctly represented by them. And here your Petitioner submits, *whether this was not the very matter, thus derived from the plaintiff's durkhast, and confidential private conferences with Mr. George Palmer, &c. laid by Mr. Officiating Collector Read before superior authority, and, ultimately, by order of your Board, referred by the Commissioner to Mr. Collector Gouldsbury for investigation*:

5. That, your Petitioner would in this place pray for a reference to the *roobuk-tree* of the Commissioner's Court,

dated 15th February, 1834, wherein this identical matter of complaint against your Petitioner is distinctly noticed as derived from the plaintiff's *durkhast*:

6. That, your Petitioner would now beseech your Board to take the plaintiff's deposition on oath into your serious consideration, and to decide *whether it accords with the explicit written charge, which was originally brought by him against your Petitioner, and ordered by your Board to be made the subject of investigation; and whether the evidence of Mr. George Palmer, such as it is, goes to the support of that original charge?*

7. That, your Petitioner humbly submits, that *the original charge*, by means of a peculiar turn artfully given, on the face of the plaintiff's studied deposition (which, after due rehearsal, he delivered from a memorandum prepared for his guidance, without venturing into detail) stands confessedly altered: That, your Petitioner further submits, whether with a sworn deposition, thus remarkably differing from the plaintiff's deliberately prepared written charge, and with evidence which bears not upon the original matter of complaint ordered for investigation, lying before him, it became not the duty of the President of the Court of Enquiry, as well on the ground of a palpable discrepancy, as on that of want of power to take cognizance of any *fresh or new modelled* complaint of the *Surburakar's* official conduct, to suspend further proceedings, to report on such discrepancy, and to forward the plaintiff's deposition and Mr. Palmer's evidence to the Commissioner for disposal?

8. That, as it now rests with your Board to examine and decide whether your Petitioner has not been much aggrieved by the mode of investigation adopted by Mr. Collector Gouldsbury, and a regular series of injuries inflicted on your Petitioner at the close of the enquiry, your Petitioner solicits the attention of the Board to the exclusive spirit which, almost without exception, breathes through Mr. Collector Gouldsbury's final Persian *Roobakaree* of the 1st February, with respect to every item at all beneficial to your Petitioner's side of the case; whilst the subservient efforts of the Collector's ministerial officers, whose pliancy of principles ~~must~~ have necessarily been secured in its composition, shine through it in glowing colours for the benefit of the plaintiff and Mr. Palmer; even in some instances, from the very remarkable degree of their devotion to that party, doing more harm than good to

the interest which they have so palpably undertaken to uphold : and your Petitioner begs leave to draw the very particular attention of your Board to the public letter of Mr. Collector Gouldsbury himself conveying to the Commissioner the result of his inquiry, and humbly to submit, *whether it be not tarnished with partiality to the cause of Mr. George Palmer, in the wording of his representation to Mr. Palmer's greatest possible advantage, and in the introducing into it of statements, which are far from being supported by the records of the case ?*

9. That, Mr. Collector Gouldsbury, in drawing up what he calls his brief summary of the charges preferred against your Petitioner, has not only travelled out of the record, but given insertion to circumstances which are neither borne out by the plaintiff's original charges, as explicitly laid down in his Durkhast, nor by his deposition upon oath before Mr. Collector Gouldsbury himself ?

10. That, in the summary statement of the plaintiff's charge of corruption against your Petitioner, in setting forth, *not without some little difference from the letter of the plaintiff's deposition*, "that the complainant heard from Mr. George Palmer, that at the time he obtained his lease of the farms, the Surburakar demanded a bribe of 6,000 rupees annually on condition of his getting the farms at a less jumma than the Messrs. Palmer before paid, and a further bribe of 1,200 annually for accepting the security tendered by the farmers." Mr. Collector Gouldsbury has studiously kept out of view the plaintiff's original Durkhast, which, though it forms the basis of the order for investigation, bears no mention of the bribe here specifically alleged for your Petitioner's reduction of rent in the present lease of the farms, and conveys not the most distant allusion to, that here stated to have been demanded by your Petitioner for accepting the security brought forward by the farmers : It moreover, is worthy of observation, that even in his deposition upon oath, stamped as it is with unquestionable internal evidence of being recently settled by compact between himself, his witness, Mr. George Palmer, and some others concerned in taking it down, the Plaintiff, till a leading question is put to him by the Serishtadar, makes no mention of any precise amount whatever with respect either to the reduction of rent, or the acceptance of security, but refers to his

sole witness, the said George Palmer, for the developement of the precise nature of his complaint against your Petitioner :

11. That, your Petitioner would now call the attention of your Board to Mr. Collector Gouldsbury's edition of Mr. George Palmer's evidence, in support of the foregoing representation of the plaintiff's accusation : that, in the 4th paragraph of his letter with reference to this witness's statement of your Petitioner's demanding 6,000 rupees per annum for 5 years, and offering to grant a new lease of the farms at 6,000 rupees less than the former *jumma*, Mr. Collector Gouldsbury sets forth, "To this Mr. Palmer objected, and asked for a still further reduction in the *jumma*. Mr. Imlach then agreed to remit 10,000 rupees on consideration of the bribe before mentioned and undertook to procure a person to become *malxamin* or security for Mr. Palmer." That, here your Petitioner submits, whether Mr. Collector Gouldsbury, in his readiness to aid the cause of a friend, has not travelled out of the record, and put an unjustifiable construction upon the evidence of Mr. George Palmer, whose deposition runs as follows : "That he had engaged Bishoon Muee Chuodhraeen, to stand security for him ; but after his application for the farms had been accepted, she would not execute the security bond. In consequence, he communicated this to the *Surburakar*, and asked, what should be done ? That the *Surburahkar* advised him to give another security, and endeavoured to procure security for him."

12. That Mr. Collector Gouldsbury proceeds with stating in the same paragraph, "That after some time had elapsed and Mr. Palmer found that Mr. Imlach was throwing obstacles in the way of obtaining the security, he offered Mr. Imlach a further sum of 1,200 rupees annually, if he would accept the security tendered, to which the manager agreed ; where-as, the said Mr. George Palmer deposed as follows : " Previous to settling with the *Surburakar* regarding the aforesaid individuals becoming my sureties, I considered, that the *Surburakar* being so covetous and corrupt a man, if he did not get something over and above the six thousand rupees above mentioned, he might perhaps, throw obstacles in the way of the settlement (of the farm) ; therefore, one day, when the manager came to my house I said to him, that if the settlement be made on other security I shall give you besides the six thousand, twelve hundred rupees more per an-

num for 5 years ; that the *Surburakar* cheerfully agreed to this, and advised me to consult my elder brother" (*upon the occasion*) :

13. That, now your Petitioner humbly submits, whether the remainder of Mr. Collector Gouldsbury's representation of Mr. Palmer's evidence be not of a piece with the foregoing, and whether a misconstruction seriously injurious to the case of your Petitioner be not very distinctly palpable throughout ? And your Petitioner further humbly submits, whether it be possible to account for so remarkable a misconstruction of Mr. Palmer's evidence upon the simple ground of Mr. Collector Gouldsbury's misunderstanding his deposition in its most material parts,—and for the introduction into it of statements unsupported by the deposition itself, upon any other ground, save that of his transferring to the case before him, as president of the Court of Enquiry, the result of his private, ex-official communications with the said Mr. George Palmer ? This witness having, by a rare combination of circumstances, enjoyed the benefit of a strong prepossession in his own favour, and excited an equally strong prejudice against your Petitioner :—

14. That, having set forth Mr. Palmer's evidence after his own manner, Mr. Collector Gouldsbury has stated in the 5th paragraph, that Mr. Imlach has brought forward no evidence to refute the charge—he simply denies it, and asserts, that Mr. Palmer being himself the real prosecutor, his evidence as a witness is inadmissible. That your Petitioner submits—1stly : whether the nature of this charge, as detailed by the said Mr. Palmer in his assumed garb of a witness, singularly acting for the plaintiff in supplying his deficiency, admitted of refutation by any direct, positive evidence—2dly, that circumstantial evidence of the manner in which this complaint has been got up against your petitioner, tending to throw abundance of light upon the precise nature and consequent inadmissibility of Mr. Palmer's evidence, and upon the machinations of a powerful cabal which has been formed in this very case against your Petitioner, was tendered to the Court of Enquiry with your Petitioner's answer of the 11th November last ; but Mr. Collector Gouldsbury refused to go into it ; and your Petitioner, principally in consideration of the very probable mischievous exertions of Mr. Palmer's great power against them, in compassing their bodily harm, or otherwise injuring them, felt it necessary to withdraw his complete list of witnesses, and to

substitute one more consonant to Mr. Collector Gouldsbury's will and pleasure, as is clear from your Petitioner's English and Persian petitions of the 15th November last, and the Collector's own *Roobakaree*, of the same date ; 3rdly—that your Petitioner was thus, (as your Petitioner's answers of the 11th November, 1833, and the 20th January last, together with the two petitions and *Roobakaree*, above alluded to, sufficiently prove) saddled with the extraordinary *onus* of proving a negative. And thus, after rejecting your Petitioner's evidence, which would not only have shaken, but annihilated the testimony of Mr. George Palmer, Mr. Collector Gouldsbury has not hesitated to observe, that your Petitioner brought forward no evidence to refute this charge :—

15. That, in the same paragraph Mr. Collector Gouldsbury proceeds with stating that, “ He ” (*i. e.* your Petitioner) “ does not deny the Paper produced is in his hand writing, but says, that he was in the habit of lending money to Mr. Palmer, and that it may possibly have reference to some transaction of the kind.” That, here your Petitioner submits, whether to the serious injury of excluding most important circumstantial evidence regarding the origin of this false accusation against your Petitioner, Mr. Collector Gouldsbury has not added the very substantial one of *suppressing*, as well as *misrepresenting* the only remaining means of defence which had been left to your Petitioner ?—

16. That, your Petitioner here craves permission to notice with some little detail the suppression of the scanty means of defence which remained to him on this point of Bejue Govind Singh's complaint, and to submit:—1st, Whether Mr. Collector Gouldsbury has not *suppressed* your Petitioner's representation of Mr. George Palmer's distress in 1832, and his consequent application to your Petitioner for relief ?—whether he has not *suppressed* your Petitioner's production in proof of a letter from the said Mr. George Palmer, complaining of his banker, Salamut Rae, and begging assistance from your Petitioner in every possible way ?—whether Mr. Collector Gouldsbury has not *suppressed* your Petitioner's clear and distinct explanation of the nature of the paper produced in your Petitioner's hand writing, as referring to the pecuniary aid he had promised to afford the said Mr. George Palmer ?—whether Mr. Gouldsbury has not *suppressed* the statement of your Petitioner's being in the habit of advancing money on bonds, &c. as well on his own account as

on that of other people, as the said Mr. George Palmer himself would have testified, if in the cross-examination of this witness, a bar had not been put against your Petitioner, in violation of the rules and practice of Courts of Justice all over the civilized world?—whether Mr. Collector Gouldsbury has not *suppressed* your Petitioner's statement of the said Mr. George Palmer's being in the habit of borrowing small sums of money from various people : a very material circumstance, calculated to shew, that the external pomp and parade of this witness ought not to be allowed to throw the shade of a doubt upon your Petitioner's statement of his solicitation of aid, and readiness to accept the amount stated in the aforesaid paper?—2nd, Whether Mr. Collector Gouldsbury has not *suppressed* the exposure of the said Mr. George Palmer's false statement with regard to his securing at the hands of your Petitioner a reduction of upwards of ten thousand rupees, in spite of documentary proof, indicated by your Petitioner in the proceedings of Messrs. Hawkins and Lewis, his predecessors in office ; the amount of remission granted by those proceedings (on the ground that in their judgment its payment could not be legally enforced,) viz. Rs. 7,110 : 10 : 5½ annually from the amount of their former stipulated rent, exhibiting no more than a difference of Rs. 2,889 : 5 : 14½ ! and this decrease in the amount rent of 370,328 Rs. per annum, is the great advantage which the said Mr. George Palmer has realized by his alleged agreement with your Petitioner, to pay to your Petitioner in return the sum of 7,200 Rs. annually ! !

17. That your Petitioner would now solicit the attention of your Board to Mr. Collector Gouldsbury's *partial* commentary upon the evidence of the said Mr. George Palmer in the 6th paragraph of his letter ; in which he observes, " If Mr. Palmer's testimony can be relied upon (and I can discover no reason to doubt the truth of it,) the charge of corruption must be considered a true one." As the hypothetical portion of this paragraph, however plausibly put forth, stands not in need of refutation, your Petitioner passes it over with the silence which is due to it, and begs leave to submit a few observations upon what Mr. Collector Gouldsbury has distinctly recorded as his opinion in this laconic, parenthetical sentence : that "*he can discover no reason to doubt the truth of it.*"—

18. That, with the permission of your Board, your Petitioner will now humbly point out a few reasons, which, strong-

ly tending to throw discredit upon his word, lie scattered over the very face of the said Mr. George Palmer's deposition, altho' Mr. Collector Gouldsbury says, "that he has not been able to discover any of them:" and here your Petitioner submits, whether the said Mr. George Palmer's statement upon oath, in the teeth of Mr. Collector Lowis's *Roobakarree* of the 21st July, 1830, (to which your Petitioner did not fail to call Mr. Collector Gouldsbury's attention,) that the manager gave up to him the sum of ten thousand and odd rupees in his statement, be not alone sufficient to shake his title to veracity?—Whether the mental reservation with regard to the eventual payment or non-payment of his promised bribe, as avowed in this witness's deposition, added to the readiness with which he has come forward to share the crime with which he has attempted to brand your Petitioner, be not sufficient to stamp his character with volatile principles, and to excite in an unprejudiced mind more than mere suspicion, that this witness, as fully set forth by your Petitioner in his defence, was acting from inimical motives?—Whether the tale set up by this witness of the manager's exhibition in a book of the *Mookurruree jumma*, (or rent at which the farms had been let to himself as well as others,) which with respect to his own farms must have been well known to himself, and which could throw no light whatever upon their productiveness or unproductiveness, bear not a questionable shape?—Whether this witness's statement of the manager's not being such a green-hand as to negotiate the matter of a bribe in the presence of others, accord not ill with his alleged reiterated urgency to make this witness consult his brother, not with respect to the bribe alone, but the execution of an agreement also, and thus to make his brother a witness to both circumstances?—Whether it be consistent with common sense to believe, that, this witness, under his extensive involvements, could possibly without the knowledge and sanction of his partner and elder brother, for whom he pretends to have so much respect, venture, *on any account what ever*, to dispose of so large an amount as thirty six thousand rupees?—Whether the story of this witness's mind being so impressed with the idea of the manager's corruption and covetousness as to proffer to him an additional bribe, derives any sort of countenance or support from his declaration that "*he had considered it as certain that the instant the Sur-burakar should hear of the state of the witness's farm, he would not call for the bribe agreed upon?*"—Whether there

be nothing in the declaration of these co-existent conflicting impressions to excite suspicion regarding its truth?—Whether, when compared with the evidence of Shaik Panacoolah, viewed with reference to Mirza Gholam Hydur's acknowledgment on cross-examination, regarding the plaintiff's petition of the 14th August, a palpable inimical feeling be not so strongly depicted upon the face of the said Mr. George Palmer's deposition, as to establish your Petitioner's statements in defence, and to divest this witness of any title to credibility?—

19. That, Mr. Collector Gouldsbury thus further states his opinion of the said Mr. George Palmer's evidence, that, "Mr. Palmer has certainly been to blame for becoming a party to a corrupt transaction, but this ought not to invalidate his testimony." That, your Petitioner submits, whether the said Mr. Geo. Palmer has not in his deposition sealed his own *infamy*? and whether his being *interested* in the event of the cause be not distinctly observable in every stage of your Petitioner's case? In proof of the facts of these points, he has declared himself to be a *party* to a corrupt transaction in the offering of a bribe, and sworn *falsely* to establish his having done so; he has moreover declared on oath, that he offered this bribe under a mental reservation of giving it or not giving it according to circumstances, thus distinctly avowing *imposition* to be one of his principles of thinking and acting. To prove the latter point, which concerned your Petitioner's removal and ruin, your Petitioner was prepared with a host of evidence; but it pleased Mr. Collector Gouldsbury to pronounce it *irrelevant*; and, on the alleged ground of irrelevancy, he peremptorily refused to go into it; yet your Petitioner submits, that there is strong internal evidence in the cast of the plaint itself, in the plaintiff's declaration on oath, in Mr. George Palmer's deposition, and in the remarkable spirit which breathes thro' Mr. Officiating Collector Read's laboured production of the 16th August, 1833, to the Commissioner's Address, as distinctly laid open in your Petitioner's petition of the 20th October, herewith resubmitted to your Board, besides the circumstantial evidence which may be gathered from some other Papers of the case, to shew, that this witness was deeply *interested* in the event of the trial: for instance, the partial acknowledgment of the plaintiff's witness and legal adviser—Mirza Gholam Hydur, regarding the writing of the petition of plaint in the said Mr. George Palmer's private dwelling house:—the ap-

pointment of the said Mr. George Palmer's confidential, nay, jointly *interested* friend—Rajah Bideanund Singh's *mooktar* Sauwal Kishor, in combination with Mirza Uskaree *makeel*, to the special management of this case in the district :—and the subsequent appointment of Mr. Palmer's favourite *mooktar* Basheenath in conjunction with Gungupursad to the management of the case in the Commissioner's Court :—besides other matters of minor note, with which your Petitioner forbears troubling your Board. That your Petitioner humbly submits whether under the foregoing circumstances, the aforesaid two points of a witness's *disqualification*, be not sufficiently established to render the said Mr. George Palmer's testimony not only extremely *questionable*, but totally *inadmissible* ?

20. That, with respect to the 2d charge Mr. Collector Gouldsbury, in the 8th paragraph of his letter to the Commissioner, thus sets forth : “ The facts stated in the 2d charge have been proved, altho’ Mr. Imlach denies that “ Bejue Govind Singh made a higher offer for the farm of *Pur-gunma* Rookunpore than the other party, or that he sent any “ money to be deposited as security, but there is no doubt “ that the *Purgunma* was farmed *benance* to Rajindurnarain “ Rae at less than the government * *jumma*, and considerably less than its actual value, and this circumstance alone “ shews that the *Surburakar* was to blame,” That your Petitioner submits—1stly. Whether the foregoing quotation from Mr. Gouldsbury's representation would not lead your Board to understand, that on the part of your Petitioner nothing beyond a simple unsupported denial had been brought forward to face what Mr. Collector Gouldsbury had been pleased to call the facts of the said 2d charge ?—2dly. Whether his conviction of your Petitioner at the close of the quotation bears not the semblance of being deduced from unquestionable evidence, and a rigidly strict scrutiny into documentary details ?—That here your Petitioner feels himself placed under the necessity of again submitting, whether Mr. Collector Gouldsbury has not *suppressed* the documentary as well as parole evidence brought forward by your Petitioner to disprove the truth of the plaintiff's allegations ? That your Petitioner, before he brings the nature of his own evidence to the notice of your Board, begs permission to submit briefly to your Board's consideration certain parts of the depositions of

* 15,481 Rs. Government Revenue—upwards of 17,000 Rs. *Mofussil jumma*.

the plaintiff's witnesses; whose evidence, in combination with an official documentary research, has, in Mr. Collector Gouldsbury's judgment, led to so clear a conviction of your Petitioner. That it is evident from the deposition of Jhoomuck Lal, in his deputation of Ramudheen Singh, with a letter to your Petitioner's address, to act for him on the part of Bejue Govind Singh in bidding for certain farms in Jhoomuck Lal's absence, that he is an influential servant of Bejue Govind Singh; that, it is clear from his evidence, that in empowering Ramudheen Singh to act for him, he had particularly instructed him to be cautious in bidding for the *Purgunna*, and not to exceed its value, but has no where intimated what that value was; that the rest of this witness's deposition is mere hearsay evidence, and not worthy of notice, yet, even as mere hearsay evidence, tending in a manner to give colour to the charge, is in this, as in other instances in this very case, readily tolerated against your Petitioner:

That, Booneead Singh, after setting forth a great deal regarding security, and even his alleged deposit of cash being pronounced by your Petitioner not to be trustworthy, (which your Petitioner submits bears its own refutation,) states, that 10,000 Rs. on the part of Rajah Rajinderarain Rae being offered for the *Purgunna*, he offered 100 Rs. more, when Noontoo Misser, at the request of your Petitioner, agreed to bid 25 Rs. farther, and obtained the farm: that your Petitioner then said to the witness, that his bidding more would be useless and unprofitable. That this witness then, in answer to a *leading question*, has the temerity to deny that the *Purgunna* was put up to public bidding, also declares that his bidding was not approved. Afterwards in answer to *another leading question*, he asserts that he was ordered by the plaintiff to bid up to the Government Revenue *jumma*, which he states to be upwards of 15,000 rupees. Again, in reply to *two other leading questions*, he deposes, that the security of Thingnee Jha and Serodhur Bursutee has been accepted by your Petitioner in the settlement of the farm of zilla Goraree at 14,061 Rs. per annum. In answer to *another leading question*,* he affirms having had before the settlement some conversation with your Petitioner on the subject of keeping *Purgunna Rookunpore khas*; if the Government *jumma* could not be obtained; and farther, that he

* Had you at any time previous to the day on which *Purgunna Rookunpore* was settled at 10,225 rupees, any conversation with the manager? If you had, what was the sum of it?

had expressed his readiness to take it at that *Junma*, but received no answer from your Petitioner. That in reply to the last and *most remarkable leading question**, this witness deposes, that Noonoo Misser did not approve of the offer of 25 Rs. more, but, in consequence of much humble importunity on the part of your Petitioner, at length agreed to it. With regard to the evidence of this witness, your Petitioner humbly solicits your Board's most particular attention, and beseeches your Board to weigh well the contents of the plaintiff's original *Durkhasht*, as well as his sworn deposition under the head of the second charge, and to decide 1st, Whether the spirit, which pervades the examination of this witness,—this worthy servant of the plaintiff,—be any thing like the cool, dispassionate, disinterested spirit of even-handed justice?—2dly, Whether it savours not of something like a determination to hunt your Petitioner down; and for this purpose, recourse is had, among other means, to that of a *pre-concerted arrangement with witnesses*, with respect to the statement of circumstances not only unfounded in truth, but of which, *even as untruths*, the most distant idea is not to be obtained either from the original petition of plaintiff, or from the plaintiff's deposition upon oath? Your Petitioner submits, whether it may not fairly be asked, *where, on the records of the case, is the matter to be found, which can, by any possibility of construction, LEAD to the last two leading interrogatories?* If these questions, even as leading questions, be not grounded upon any preceding matter on the face of the records, and your Petitioner makes bold to deny its existence there, does not the very nature of the questions themselves fairly imply, that besides the acts which are performed openly on the stage of justice, there are, in the unfortunate case of your Petitioner, some which have been performed behind the curtain also, upon the performance of which alone is it possible to account for them? Does it not necessarily imply, that there has been some pre-concerted range, which the witness was to take in his deposition, regarding which there has been some secret communication between the witness and those who are concerned in his examination, and the omission of which is thus boldly indicated to him? Your Petitioner forbears saying more.

* You have stated above, that the manager told Noonoo Misser to bid 25 Rs. above the sum of 10,200 Rs.; therefore, (it is asked,) whether Noonoo Misser consented to the increase of 25 rupees on the simple word of the manager, or after much conjuring and importunity?

That Muddhraput deposes, " that he obtained an elephant from the plaintiff for the conveyance of cash, and for the space of 8 or 10 days continued taking the sum of 7,750 Rs. on this elephant to your Petitioner's *Kuchuree* : That, Booneead Singh and Ramudheen Singh began to outbid the opposite party, upon which Noonoo Misser abused Booneead Singh : that witness then told Booneead Singh, to place Thingnee Jha and Serodhur Sursutee before the manager, (your Petitioner,) and said that if their security be not accepted, he would deposit cash : that Noonoo Misser gave utterance to abusive language towards Thingnee Jha and Serodhur Sursutee ; that the security of the two above-named individuals not being approved, witness went up to the manager and offered to deposit cash, and if what he had brought should not prove equal to what might be required, he would in an hour make up the deficiency : that Noonoo Misser, who, as well as Manick Jha, were sitting with the manager, abused him, and in common with the manager said, that instead of rupees he had brought *theekrees** : that, upon this, witness brought away the bags of cash which were lying on the elephant, and after placing them in the *Kuchures* where the *Umait*, was proceeding to announce it to the manager, when Booneead Singh and Ramudheen Singh informed him that the *Purgunna* was given in farm to *Raja* Rajindernarain Rae, and asked, what was the use of your keeping the cash here ? and, that, according to their advice, he carried away the rupees on the elephant."

That, Ramudheen Singh, with an intermixture of much extraneous matter, plausibly introduced into his deposition for the purpose of exciting suspicion, and giving a colour to the plaintiff's charge, has stated that your Petitioner disapproved his security, as well as his offer to deposit cash ; that annoyed by the remarks of the people in the *Kuchuree*, that he had not brought rupees but *theekrees*, witness mounted the elephant and brought and placed the rupees where the rent is received ; that the witness then went to your Petitioner in the *Kuchuree*, and requested that the money be counted off, and was desired to let it remain for the present ; and that your Petitioner began to calculate interest, and the value of the lands mentioned in the security : that, witness said to the manager, that the matter of security was not confined to the value of the lands ; that the public bidding should go on, and according to the amount of the *jumma*, he should deposit cash equal to two *kistr*,

* Small bits of broken earthen vessels.

or half of the *jumma*, and take the lease afterwards; but the manager paid no regard to the witness's request of putting up the farm to public bidding, and himself continued calculating interest: That according to the witness's own statement, he, at this stage of the affair, went to Loknath Misser who was sitting elsewhere, whence they could neither see nor hear the manager transacting business, and witness had time to enter into a discussion with the said Loknath Misser on the subject of the manager's inattention to his requests, and to seat himself there for awhile; that, on the arrival of a person to say that the settlement of Rookunpore had come on, Loknath Misser urged him to go and see if a higher bid than Jhoomuk Lal's had been offered; that witness replied that Boonead Singh was on the spot, and, if there be a higher bid, Boonead Singh would offer more; that afterwards witness also went and found that no bidding had taken place, but found the manager importuning Noonoo Misser to offer 25 Rs. more than the amount of Jhoomuk Lal's *Durkhast*, and Noonoo Misser, refusing his consent; that, at length, after further importunity, Noonoo Misser's silence was construed into consent, and a *Durkhast* in the name of Taraneepursaud on the part of Raja Rajindurnarain Rae was drawn up and approved, and the *Purgunna* was not put up to public bidding. Witness, on cross-examination, is not able to state the number of bags which contained the cash removed by him from the back of the elephant.

21. That, your Petitioner submits, whether it be not clear from the depositions of all the foregoing witnesses, and from the very questions that are put to Boonead Singh towards the close of his evidence, that the *Purgunna* was put up to bidding, and that both parties did actually bid for it?—Your Petitioner farther submits, whether the conflicting testimony of Muddhraput and Ramudheen Singh, as the self-acknowledged bearers of the cash from the back of the elephant to a certain part of your Petitioner's *Kuchuree*, particularly that portion of Ramudheen Singh's evidence which necessarily implies the expiration of a very considerable space of time between his depositing the cash and his returning after the settlement, to the spot where he alleges having deposited it, do not divest them both of all title to credibility? As Muddhraput has positively asserted that he removed the money from the back of the elephant, and after placing it in a certain part of the *Kucheree*, was proceeding to announce his having done so, when he met

Ramudheen Singh and Bobneet Singh in the way after the settlement was over. Your Petitioner further submits, that, since the period occupied by the settlement did not exceed three days, what could possibly induce one of the witnesses to persevere, as he has boldly stated, in carrying his bags of money backwards and forwards for the space of eight or ten days; what object did he, or his employer hope to attain by the allegation of such a remarkable proceeding, alike out of time and place after the settlement was over? Yet such is the evidence upon the strength of which Mr. Collector Goudsbury has not hesitated to pronounce the 2nd charge to be proved!—

22. That, here again your Petitioner has reason to complain of the *suppression* of his evidence in refutation of the testimony of the plaintiff's witnesses: that no notice whatever is taken of the attested proclamations, the *Roobakarees* of settlements, of which it is in evidence that the witness Ramudheen Singh took copies at the time of the plaintiff's letter, dated 25th *Phagoon*, 1239, which has been acknowledged by the witness as well as the plaintiff's *Mooktar*, Mirza Uskuree, *Wakel*; of the depositions of Jankeeram *Sirishtadar*, Khedoolal, Bikrum Singh, Sæfulee and Oogial; the above-mentioned documentary and parole evidence proving that no money was brought into the *Kuchuree*: that the *Purgunna* was put up to public bidding in consonance with the terms of the Proclamations, and let to the highest bidder accordingly: that among other items recorded by the Collector in his *Roobakaree* of the 1st February last, to have been proved on the 20th January, is the plaintiff's letter of the 24th *Kartick* 1240, written seven months after the estate had been farmed; and the plaintiff had by Ramudheen Singh been put in possession of the *Roobakarees* of settlement, the said witness being employed by the plaintiff at the manager's *Kuchuree* for the purpose of taking copies of all the papers and accounts of the office. Your Petitioner submits whether, if any thing objectionable or improper had occurred in the settlement of the farms, the plaintiff would not have instantly brought it to the notice of your Petitioner's immediate superior on the spot, instead of furnishing him in the last-mentioned letter with a written acknowledgment, that none of your Petitioner's predecessors had done so much as himself for the benefit of the estate? So long after the commitment of the evil laid at your Petitioner's door, is not such an acknowledgment suf-

sufficient to excite suspicion as to the veracity of the plaintiff as well as his witnesses, in an unprejudiced mind?

23. That, as some stress has been laid on this *Purgunna's* being let out for less than the Government Revenue, your Petitioner begs leave to state, that, in his answer of the 11th November, 1833, Mr. Collector Gouldsbury is informed of its having been let for less once before also by the manager of the time to the same party from 1234 to 1239, *Moolkee*, and of *Purgunna* Sooltanpore's having been farmed for 5,000 rupees less than the Government *jumma* to Messrs. C. and G. Palmer by the Court of Wards likewise; but the more circumstance of their being let for less than the Government Revenue was not then made a matter of complaint either against the manager, or the Court of Wards:

24. That, Mr. Collector Gouldsbury has in his letter stated to be just all doubt, that this *Purgunna* has been farmed "for considerably less than its actual value," and in the margin stated that value to be upwards of 17,000 rupees. In explanation your Petitioner submits, that Mr. Collector Gouldsbury has in the first place, unfortunately for your Petitioner, omitted to notice that this was the *jumma* of 1231 and not the present *jumma*; that in the next place, it has not consisted with Mr. Collector Gouldsbury's view of the case to adopt the only proper measure, by which he could have ascertained its present real value, viz, by the institution of a local enquiry: that, the *Purgunna* Rookoonpoor as well as zilla Goraree, are situated on the banks of rivers, open to their encroachments, and liable at the same time to serious injury by their receding, as well as by the throwing up of sand: that as an instance at hand, your Petitioner has barely to state that the *jumma* of zilla Goraree, which the plaintiff holds in farm at 14,061 rupees and still complains of loss, was formerly 32,000 Rs.; under these circumstances your Petitioner humbly submits, whether Mr. Collector Gouldsbury, upon such insufficient grounds, is justified in thus boldly deciding upon your Petitioner's culpability?

25. That, from Mr. Collector Gouldsbury's statement of the 3d charge, as laid down in the 9th paragraph of his letter, one may be led to infer that your Petitioner's demand of remuneration for the prosecution of suits refers generally to the recovery of all *mal* lands belonging to the estate: your Petitioner, therefore, begs leave to state specifically, that his demand is limited to the conducting of suits for

the recovery of such lands only as have been taken away from the estate long before its attachment by a Court of Law; and that your Petitioner considers the prosecution of all suits originating under his own management, as well as that of his predecessors, as part of the manager's duty :

26: That, with respect to the 4th charge referred to in the 10th paragraph, Mr. Collector Gouldsbury has not considered it necessary or proper to record his opinion; and recognised Shaik Panacoolah's as the only evidence in support of the charge, altho' his Persian *Koodakaree* abounds in extraordinary hearsay evidence, which has been admitted into it, in a manner, as extraordinary as the evidence itself. Nay, more, Mr. George Palmer, the plaintiff's Prince of Witnesses, even after he denied being witness to the charge, has, by the presiding Authority, been permitted to unfold a long studied tale, which needs no further notice at your Petitioner's hands, than a humble request, that in common with the evidence of Mirza Gholam Hydur, it may be barely glanced over in comparison with Shaik Panacoolah's evidence. That after the opinion, clearly recorded by Mr. Commissioner Steer, in his decision of the case as to the ground of the persecution which your Petitioner has suffered so long, it would be presumption in your Petitioner to enter into any detail, particularly, as he has in some of his preceding petitions both English and Persian, stated fully the measures which have been adopted by the cabal, which has been formed to compass, by means of this very prosecution, your Petitioner's dismissal and ruin; for no other reason, than that of his not lending himself to their foul purposes. That, if your Petitioner had been permitted (and your Petitioner submits, whether he was not, under the very peculiar circumstances of his case, entitled to it as a matter of right?) to produce evidence in detail of the manner in which this complaint has been got up, and was carrying on, your Petitioner would have held up to the view of the Court, the measures resorted to by Mr. George Palmer for influencing Shaik Panacoolah to uphold Mr. Palmer's hearsay testimony, by giving his own evidence in consonance with it. That your Petitioner so far back as the 7th December, in his petition of that date, informed your Board of the deputation of the highest Judicial Native Authority in the District, to exert his influence in this particular instance, jointly derived from personal intimacy and official situation, to sway this witness, and to secure his evidence in conformity with Mr. George Palmer's deposition. That,

your Petitioner humbly submits, that where such efforts are made, and such measures had recourse to, by a man of such unquestionable ascendancy as Mr. George Palmer, what ground has an isolated individual, deprived as your Petitioner has been, of the means of throwing open his enemies' iniquitous proceedings, to consider his life and character safe ?

27. That, with respect to the 5th charge also, alluded to in the 11th paragraph, Mr. Collector Gouldsbury has not considered it necessary or proper to offer any opinion ; but pretends to give from the records of the Civil Court a summary statement of its actual nature ; that grieves your Petitioner, that he is obliged so frequently to complain of the *omission* or *suppression* of matter bearing any thing like a beneficial tendency on your Petitioner's side of the case ; but urged by the circumstances of his peculiar situation, he is necessitated to notice in self-defence, what your Petitioner would otherwise have passed over in silence : That your Petitioner now begs permission to give an account somewhat different from Mr. Collector Gouldsbury's summary recital, based upon the documentary proceedings of your Petitioner's superiors, and to state, what, your Petitioner submits, Mr. Collector Gouldsbury ought to have known and stated from the very records of the case under his own investigation, that, the BURTHERN of this identical charge had been officially discussed in 1829 & 1830, in Mr. Acting Collector Hawkins' report on the subject, with his letter of the 7th December, 1829, to the Commissioner ; the Commissioner's letter of the 23d February, 1830, to the Collector ; Mr. Collector Lewis's letter of the 18th June, 1830, to the Commissioner's address ; and the Commissioner's decision of the 26th June, 1830 : the whole of this correspondence being at his command in his own office, and indicated by your Petitioner : that, Mr. Collector Gouldsbury, as President of the Court of Enquiry, ought to have known and stated from the very same records, that notwithstanding your Petitioner's request, that the then Collector of the District would be pleased to direct the *Samindars* to prosecute your Petitioner, and Mr. Reed jointly, your Petitioner was ordered by a *Purmoanna* from his immediate superior, dated 27th August, 1830, to sue in the very manner which has been complained of, and here your Petitioner submits, whether the conversion of this simple matter into a handle for persecution could not by a cool, dispassionate, unprejudiced mind, have been duly noticed as involving mischief with respect to

your Petitioner, and more than mere vexation to the Court? That, in the said 11th paragraph, Mr. Collector Gouldsbury has set forth, as if from the records of the Civil Court, that "your Petitioner has stated in his petition of plaint, that altho' Mr. Reed made use of his name, he never had possession of the farm, and that Mr. Reed is the responsible person; Mr. Reed on the other hand stated, that he merely became security for Mr. Imlach." That, as the question of your Petitioner's having or not having an interest in the farm, is not before your Board, it would be improper in your Petitioner to enter upon it in this place; but your Petitioner feels it incumbent upon himself to bring to the notice of your Board that part of Mr. Collector Gouldsbury's representation, which has a tendency to impeach your Petitioner's veracity: your Petitioner begs leave to submit distinctly, that Mr. Collector Gouldsbury, in stating the nature of Mr. Reed's defence, and saying that he merely became security for your Petitioner, has stated the result of a very partial examination of the records of the case; in which, if Mr. Collector Gouldsbury had taken the trouble to examine somewhat more fully, he would have found a letter from Mr. Reed to your Petitioner's address, *holding your Petitioner harmless with respect to the farm in question.*

28. That, with reference to the 6th charge, altho' Mr. Collector Gouldsbury in the 12th paragraph of his letter, has not considered it necessary to say more than that it appears to have been brought forward merely to account for the friendship between your Petitioner and Noonoo Misser, and to pass it over without farther notice; yet, pending the investigation, he was disposed to look upon it as a matter of so much consequence, as even to exceed his powers, in the illegal attachment of their property, with a view to bringing the heirs of Jaykanth Rae personally before him; that, the records of the case bear testimony to this extraordinary proceeding, and shew that Mr. Collector Gouldsbury did not hesitate to do this under circumstances, wherein your Petitioner submits, whether it might not be fairly asked, what good purpose can Mr. Collector Gouldsbury have had in contemplation? If, to obtain proof of the possible culpability of your Petitioner, the records of the Civil Court in this instance, as in that of zilla Gomree, were at hand; nay, more, to remove the necessity of even taking this trouble, the acknowledgment of your Petitioner himself was in Mr. Collector Gouldsbury's possession: Your Petitioner

submits, whether he be not justified in bringing to your Board's notice, this keenness of pursuit after shadows, tending even in appearance only, to militate in the slightest degree against your Petitioner? And he most humbly submits at the same time, whether it may not, in common with other circumstances, be very justly viewed as an index to the *animus*, which has operated against your Petitioner in the course of the investigation?

29. That, the introduction of the 6th charge being represented by Mr. Collector Gouldsbury as merely to account for the friendship between your Petitioner and Noonoo Misser, and your Petitioner's answer to this charge being considered by Mr. Collector Gouldsbury altogether unworthy of notice at his hands, your Petitioner begs leave to state, that, to an unprejudiced mind, the nature of this charge would have exhibited a far different appearance from that ascribed to it by Mr. Collector Gouldsbury. Your Petitioner here begs leave to submit to your Board briefly, the circumstances under which your Petitioner took the Power of Attorney from the heir of Jaykanth Rae: On the death of Jaykanth Rae, *the self-created guardian* of the deceased's *alleged adopted son*, obtained the promise of Mr. George Palmer's paramount influence to put him in possession of Jaykanth Rae's estate, on the guardian's consenting to give Mr. George Palmer a lease of the landed property for 10 years at one-half of its actual value. Mr. Palmer becomes his champion, a petition is presented, and an order passed to subpoena witnesses, and to issue a proclamation for the appearance of all claimants as heirs-at-law. Only two days afterwards, the prayer of a second petition, even before the arrival of the witnesses subpoenaed by the first order, procured another order from the Court to put the party in possession upon furnishing security. Finding such a remarkable succession of orders from the Civil Court flowing in upon this party under Mr. George Palmer's auspices, the heirs-at-law, hopeless of effecting any good by the employment of the royal native agency, in opposition to the established ascendancy of Mr. George Palmer, entreated your Petitioner's aid; and your Petitioner acceded to their entreaties. Your Petitioner acted on their behalf, and by a summary suit, obtained possession of their ancestral estate; and by this act of common justice, frustrating Mr. George Palmer in a keen pursuit, generated ill-will in his breast, and in that of Bejue Govind Singh, in consequence of Noonoo Misser's being concerned as security in the matter. In support of the above statement,

your Petitioner offered written proofs and a list of witnesses; nevertheless, Mr. Collector Gouldsbury has, after refusing to go into proof, gratuitously given a turn to the matter which it not borne out by the records of the case. And here your Petitioner begs leave humbly to submit, that whatever be the object of introducing the mention of your Petitioner's alleged friendship with Noonoo Misses, (which in itself can prove nothing,) whether *enmity* be not a sufficient ground to account for the acts of Mr. George Palmer and the plaintiff? Your Petitioner farther submits, whether Mr. Collector Gouldsbury has not, by the *exclusive* spirit of his investigation, deprived your Petitioner of the means of establishing this *enmity*, as a very substantial ground of his defence?

30. That, the 18th paragraph of Mr. Collector Gouldsbury's letter, commenting upon the 7th and last charge, is worthy of your Board's notice in several points of view: 1stly, with reference to the very remarkable manner in which Mr. Collector Gouldsbury has *darkly* expressed himself; i. e., "Some of the *putwarees* who were examined in support of the charge, deposed to *nuzzers* having been taken." Your Petitioner submits that the plaintiff's charge is distinctly this; that your Petitioner took *nuzzers*: your Petitioner now submits to your Board's decision, whether the evidence advanced bears out this charge? Your Petitioner farther submits, whether *this* vague, *this* dark commentary of Mr. Collector Gouldsbury's in the *passive voice*, be purely accidental, or studiously constructed, to convey more than meets the ear? 2dly, With reference to Mr. Collector Gouldsbury's statement of his opinion, that "the complainant had nothing to do with it." Your Petitioner submits, that, notwithstanding such an opinion, as clear in its expression, as it is just in its foundation, it pleased Mr. Collector Gouldsbury to keep your Petitioner from the 4th to the 30th December, exposed to all the evils arising out of an unjust suspension, as far at least as the investigation of this charge is concerned, unjustifiably prolonged, according to Mr. Collector Gouldsbury's own shewing. 3dly, With respect to Mr. Collector Gouldsbury's total silence, regarding the precise nature of the depositions of some of the *putwarees*. Here your Petitioner submits, that Mr. Collector Gouldsbury, in spite of the dictates of a correct judgment so distinctly arrived by him, must needs go into the examination of the *putwarees*, and state, however darkly, his opinion of the evidence of some of them, would it

have been inconsistent with the object of even-handed justice, to state at the same time, that, some *others* of these tutored witnesses, whose evidence exceeded the length of their lessons, were eager to bring your Petitioner in guilty of the misdeed laid at his door, long *before* your Petitioner's appointment to the management of the estate?

It. That, it is stated by Mr. Collector Gouldsbury in the 14th paragraph of his letter, that "in referring to the records of his office, he finds that this is not the first time that Bejue Govind Singh has complained of Mr. Imlach's conduct. That on the 7th December, 1829, Mr. Hawkins in reporting to the Commissioner regarding petitions presented by Bejue Govind Singh and *Ranee* Sedhwatee praying for Mr. Imlach's removal, states, that he considered the charges unfounded, but does not appear to have instituted any particular enquiry on the subject, founding his opinion merely on the replies furnished by Mr. Imlach." That your Petitioner here begs permission to submit to your Board, that either Mr. Collector Gouldsbury's examination of the contents of Mr. Hawkins' letter, has been extremely *partial*, or that it has not pleased Mr. Collector Gouldsbury to state the *whole* of what must necessarily have passed under his eyes, in his perusal of the letter above alluded to; that a reference to this letter will prove that Mr. Hawkins *did not* found his opinion *merely* on the replies furnished by your Petitioner, *but* upon "Mr. Imlach's character, and his mode of conducting business, as well as from "his own knowledge obtained from the records of his office." That, your Petitioner farther submits, that Mr. Collector Gouldsbury's general reference to the records of his office upon subjects connected with this case, has, like his examination of the contents of Mr. Hawkins' letter, either been extremely *partial*, or, he must have past over some of the most important documents, which, like certain parts of Mr. Hawkins' letter, militate against the plaintiff, and with respect to your Petitioner bear a favourable aspect. That your Petitioner considers it necessary to state for your Board's information, that there are to be found in the records of the Collector's office, in continuation of the subject of Mr. Hawkins' letter above alluded to, one numbered 172, dated the 23d February, 1830, from Mr. Commissioner Lee Warner to Mr. Collector Lewis's address, desiring further information, and directing further enquiry; another from Mr. Collector Lewis dated 18th June, 1830, communicating the result of the enquiry enjoined;

and a *third* from Mr. Commissioner Lee Warner, No. 507, dated 28th June, 1830, conveying his decision, and, as represented to your Board in your Petitioner's refutation of Mr. Acting Collector Head's laboured report of the 16th August, *declaring the accusations of this very Bejue Govind Singh to be totally unproved, and destitute of truth : and convicting him of intrigue and combination deserving the severest censure, giving your Petitioner the option of suing for damages in the Civil Court for defamation of character, and declaring at the same time that a repetition of such conduct would subject Bejue Govind Singh to a more marked degree of censure, and the displeasure of Government be drawn down upon him for conduct so degrading to the character of a native gentleman.* That your Petitioner beseeches your Board to decide, after a reference to the letters above detailed, whether Mr. Collector Gouldsbury's manner of alluding to the former accusations of the plaintiff Bejue Govind Singh, be not, by the *suppression* of the intermediate proceedings and their result, calculated to generate suspicion against your Petitioner? And your Petitioner most humbly submits, whether, when viewed with reference to the general feature of Mr. Collector Gouldsbury's proceedings, whenever any circumstance beneficial to your Petitioner's side of the question, has fallen in his way, it be possible to pronounce such a *garbled* statement to be purely accidental?

32. That, in the 15th paragraph of his letter, Mr. Collector Gouldsbury refers to your Petitioner's *assumption* of a power, pronounced by your Board to be illegal, in farming out estates entrusted to his management and care. In explanation your Petitioner begs leave to submit that your Petitioner, in his official situation of Manager, *has not* assumed any power which has not been exercised, by all his predecessors, as well as by Collectors in the Courts of Wards, up to a very recent period, to your Petitioner's knowledge, without any check or interdiction from higher authority. And your Petitioner farther submits for information, that in this District, the system of letting out estates in farm has been in operation ever since the Company's acquisition of this part of the country,—a system, from which, as one so long established, and still farther strengthened by the uniform practice of the local Judicial, as well as the Revenue Officers under Government,—your Petitioner would not have felt himself justified in deviating to any extent without the express injunction of his immediate superiors in office. That Mr. Collector Goulds-

bury has farther stated in this paragraph, that the assumption of this power, (which your Petitioner has above explained) "has, it would appear, led to many abuses," your Petitioner begs permission to submit to your Board in answer, that an observation so vague in itself, should not be allowed to carry any weight : and to submit farther, that if at any time hereafter it be found to imply any thing against your Petitioner, (as your Petitioner has strong reasons to suspect that it will, from circumstances which have transpired regarding Mr. Collector Gouldsbury's unreasonable recommendation, upon very questionable grounds, of his friends the Messrs. Palmer, to take your Petitioner's place in the management of the estate of Havellee, &c.) it will please your Board, in justice to your Petitioner as an injured man, to afford him an opportunity of explanation and defence, both as an individual, and as Manager of the estate, before the passing of your final orders.

34. That your Petitioner, having gone through the whole of Mr. Collector Gouldsbury's English representation, and offered to the consideration of the Board such explanation as the case of your Petitioner required at his hands :—and having in a separate Persian *Durkhast*, fully set forth his grievances with respect to Messrs. Collector Read and Gouldsbury's Persian proceedings also, in comparison with the English representation, your Petitioner's only remaining prayer now is, that your Board will be pleased to take the contents of his petitions of the 20th October, 22d and 30th November and 7th December, 1833, together with the Persian petitions of the 4th December, 1833, and 1st February, 1834, into your serious consideration, and award that full measure of justice, for which the extraordinary, unjustifiable treatment his case has experienced from the local authorities of the District, loudly calls from the decision of your Board, as the constituted authority under Government, to prevent, as well as correct irregularity and oppression, in its subordinate officers placed under your control, and to operate as a safe guard to the rights and interests of its subjects, and your Petitioner as in duty bound will ever pray.

Purpaa, 31st March, 1834. (Signed) A. IMLACH.

TO THE MEMBERS OF THE SUDDER BOARD OF REVENUE,
FORT WILLIAM.

*The humble Petition of Alexander Imlach, Manager of
Muhallut Purgunnas Havelles Purnea, &c..*

SHEWETH,

That, by an oversight in the engrossing of his petition upon stamp paper, a paragraph which should have been numbered 33, being left out, your Petitioner hereby begs permission to amend the said petition by the introduction into its proper place of the accompanying paragraph, and the correction of the number of that with which said petition is closed, and your Petitioner, as in duty bound, will ever pray.

Purnea ; 31st March, 1834.

(Signed) A. IMLACH.

33. That, your Petitioner now has but two circumstances more, forming very prominent features in Mr. Collector Gouldsbury's investigation of the charges, to bring to the notice of your Board ; viz. the number of voices, which Mr. Collector Gouldsbury tolerated as if they were the voices of a jury ; and a practice, your Petitioner submits, rather novel, in the cross-examination of witnesses, that the voices which prevailed, were those of the *Sirishtadar, the Pishkar*, and tho' last, not least in point of consideration, the *Nazir* of the Collectorship, in direct infringement of the Regulations. That the practice alike novel and objectionable, introduced by Mr. Collector Gouldsbury with respect to cross-examination, consisted in discussing the *end and aim* of the questions proposed, in the presence and within the hearing of the witnesses before he allowed them to be written down, or put to the witnesses ; your Petitioner submits, that *this* questions *ought*, in the first place, to have been allowed to be entered, and if in the judgment of the Court they needed explanation, or were likely to give rise to discussion, the witnesses *ought* to have been removed before the Court insisted upon the explanations being given ; or, if the questions were considered decidedly objectionable, the Court in pronouncing them to be so, *ought* to have allowed them to stand on the record of the case, open to the decision of a superior Court. That instead of doing this, almost every question, that was proposed, was sure to be immediately followed by one from the President

of the Court, demanding (in these very words) its real merits, and flitting it away into nothing: by this means effectually putting the witnesses upon their guard, and virtually disarming your Petitioner of all power to elicit important truths out of the plaintiff's witnesses.

N.B.—The Sudder Board past their final order on the Appeal of Bijue Govind Singh on the 26th September, 1834 — recording it as their opinion, that they could not find reason for altering the decision of the Commissioner; but took not the slightest notice of the unwarrantable proceedings and conduct of their subordinate officers, which the Manager submitted to their decision.

TO HIS EXCELLENCY THE RIGHT HONORABLE THE GOVERNOR
GENERAL OF INDIA IN COUNCIL.

*The humble Memorial of Alexander Imlach, late
Manager of the Estates of Muhalat Purgunus
Huvellee Poorneea, &c. Purgunna Soorjapore,
and Sowsa Runbhag, &c.*

SHEWETH,

That, your memorialist, aggrieved by the local Authorities of the District of Poorneea in the treatment of his case, by his removal from office, and by the absence of that consideration, which your memorialist submits his case required from the Commissioner's Court, as well as the Sudder Board, with reference to the conduct of the said local Authorities, now begs leave to appeal to the justice of your Lordship in Council :

2. That, your memorialist begs leave to state, that, in 1827 he was appointed by the Civil Court of zillah Mymensingh Manager of the Sherpore joint, undivided estate, which was attached by that Court in consequence of disputes between the proprietors ; and subsequently two other estates were placed under charge of your memorialist, with salaries amounting to 900 rupees per mensem ; and that the management was conducted with such diligence and care, as merited the approbation of his immediate superior, until the beginning of 1829, when ill-health compelled him to leave the district :

3. That, two of the above-mentioned estates were extensive ones, and the third a small estate, and that of these three distinct estates your memorialist was Manager with the knowledge and sanction of the Board of Revenue :

4. That, your memorialist was under Regulation V. of 1827, appointed in 1829, by the Collector of the zillah, Poorneea Manager of the estate of *Purgunus Huvellee Poorneea, &c.* with a salary of 700 rupees per mensem ; and that in proof of his good management he has it in his power to produce unexceptionable testimonials, as well as a comparative statement of profits arising out of the said estate :—

5. That, shortly after the appointment of your memorialist Bijue Govind Singh, proprietor of a moiety of the said estate, preferred against your memorialist certain charges, which the Commissioner in his decision, dated 28th June, 1830, pronounced "*to be totally unproved and destitute of truth,*"

and the said *Bijue Govind Singh* to be guilty of "intrigue and combination deserving the severest censure" :—

6. That, again in 1852, when the aforesaid *Bijue Govind Singh* petitioned the *Sudder Dewanny Adawlut* for the removal of your memorialist, his prayer was opposed not only by the contending party but by *Mr. Hawkins* also, the then Collector of the District, who on the 10th August, 1852, requested the Commissioner to obtain the sanction of the *Sudder Board* to his (the Collector's) making a representation to the *Sudder Dewanny Adawlut* arguing against the removal of your memorialist; and among other reasons on the impolicy of that measure, *Mr. Hawkins* stated as follows: "To them" (*i. e.* the sons of the late *Raja Sreenarain Rae*), "the removal of the *Surburakar* would be a measure of great hardship, as they have succeeded to the estate by virtue of inheritance and are naturally anxious to preserve their hereditary property; whereas *Bhya Jha*, the father of *Bijue Govind Singh*, was the first of the family who ever had any thing to say to it, and the son, I fear, would have no objection to convert his share of the property into cash, I am certainly justified in saying, that *Bijue Govind Singh* can have no good object in view in wishing to remove the *Surburakar*. If good management be his object, that has been already obtained, as for the last three years, the estate has yielded a larger profit than it did ever before, and there is scarcely a bigah, which is cultivable, out of cultivation;" and the *Sudder Dewanny Adawlut* confirmed the continuance of the *Surburakar* :

7. That, besides the foregoing testimony, *Mr. Officiating Collector Hawkins'* letter, dated 7th December, 1829, to the Commissioner of the Division; *Mr. Collector Lewis'* letter dated 18th June, 1830, to the Commissioner's address; and *Mr. Commissioner Lee Warner's* letter of the 28th June, 1830, are among the records of the Commissioner's and Collector's respective offices, and testify to the conduct and character of your memorialist :

8. That, your memorialist here begs leave to submit for your Lordship's consideration a Statement, exhibiting the produce of the estate under different management, shewing an excess of profit to the proprietors under the management of your memorialist :—

Statement of the Productiveness of the Estate;

Period	Amount Collected	Establishment, &c.	Manager.	Remarks.
Mool- kee.	Rupees	Rupees	Aga Ahmedullee	
1225	478,752	39,132		
1226	481,715	31,916		
1227	481,500	30,017		
1228	486,917	27,393		
1229	501,461	27,627		
1230	514,752	2,180	Court of Wards	Arrears of former years to the amount of 157,000 rupees principal, and Rs. 22,267 interest were realized besides the annual collections.
1231	571,258	7,906		
1232	552,013	10,241		
1233	517,782	23,099		
1234	544,074	30,499	Mr. Jas. Barnes	
1235	557,534	31,851	Bijlal Hossain	
1236	535,473	29,431	Byjunath Singh	
1237	584,327	30,507	A. Imlach	Arrears to the amount of 28,900 rupees were realized in 1237 besides the annual collections
1238	530,442	30,044	Ditto.	
1239	779,536	20,676	Ditto.	

9. That, your memorialist further submits, that subsequent to the decision of the Commissioner regarding the charges brought forward by the aforesaid Bijue Govind Singh, your memorialist was, on the solicitation of the contending proprietors of *Purgunnu* Soojapore, appointed towards the close of 1830, Manager of that *Purgunnu* also, on a monthly salary of 500 rupees, the proprietors having agreed to pay your memorialist 300 rupees in addition to the allowance hitherto attached to the situation, as an inducement to your memorialist to devote a portion of his time and attention to the management of their affairs, as may be seen from the recorded applications of the proprietors of that *Purgunnu* to the Collector's address, dated 7th and 8th *Asin*, 1238 *Moolkee*; and moreover, that, in like manner, on the application of the proprietors themselves, who fixed the salary of your memorialist at 100 rupees per mensem, Mr. Collector Hawkins was further pleased to appoint your memorialist in 1831, Manager of a third estate nominated *Sowa* *Bunbhag*.

10. That, your memorialist submits, that independently of the recorded opinions of public functionaries above alluded to, the unanimous solicitation of the proprietors, who in almost every other respect are at variance with one another, but who in the case of your memorialist, came forward with one accord to secure his services by allowing him more than double the salary paid to any of his predecessors, indicates the favourable estimation in which his conduct and character have been generally held, regarding the management of property entrusted to his care: that, your memorialist begs leave to submit further to your Lordship's particular notice and attention, that even Bijue Govind Singh himself, in a letter addressed to your memorialist, dated so late as 24th *Kartick*, 1240 *Moolkee*, corresponding with the 8th November, 1832, has acknowledged, that your memorialist had managed his property to much greater advantage than any of his predecessors; he therefore sent a power of attorney to your memorialist to act for him at discretion:

11. That, from April 1829, to August 1833, your memorialist conducted the business of the three said estates immediately under the eyes of his superiors, and regularly communicated with them verbally as well as by writing, on the affairs of these estates, and his measures, as the records of the Collectorship testify, were generally approved of; but, on one occasion when a remission of 24,000 rupees per annum, was solicited by Messrs. C. and G. Palmer, the joint farmers of *Purgunus*, *Havellee* *Poorneea*, &c. that is, so much from the amount of rent they had stipulated to pay, when your memorialist, for reasons fully detailed, not taking upon himself to decide on the application, submitted the question for decision to Mr. Officiating Collector Read; at this juncture, *Bijue Govind Singh*, prompted by unworthy motives, and instigated thereto by Mr. George Palmer and his friends, with whom he had leagued, again stood forth his accuser:—

12. That, Mr. Officiating Collector Read, whatever be his construction of the Regulations, in utter disregard of the recorded precedents of his office, instead of deciding himself on the matter of remission, signed and forwarded to the Commissioner of Revenue a labored report, dated 16th August, 1833; consisting of 30 paragraphs, 29 of which are devoted to the warm advocacy of the cause of his friends, the farmers, and to the exposition of a novel view of the relative powers

and responsibility of the Collector and the Manager with regard to the granting of remission,—the 30 paragraph concludes with stating, that “Bijue Govind Singh had presented a petition” (dated 14th August) “in which he directly charges Mr. Imlach” (your memorialist) “and Noonoo Misser with not granting the remission in consequence of not receiving a bribe for so doing;” and that your memorialist had, therefore, been suspended :

13. That, Mr. Officiating Collector Read, on a regular application, refused to grant your memorialist a copy of the aforesaid report; that, your memorialist was therefore necessitated to apply to the Sudder Board, to whom that report had been forwarded by the Commissioner; but before your memorialist could obtain a copy from the Board, and prepare and submit his petition in reply, dated 20th October, 1833, the Sudder Board had passed their order upon the report on the 24th September, 1833, and sent it back to the Commissioner: that the Sudder Board, therefore, on the ground of the papers of the case having been sent to the Commissioner of the Division, after perusal returned your memorialist's petition: that, your memorialist, in consequence, lost no time in submitting the duplicate of his said petition to the Commissioner of the Division, and it grieves your memorialist to submit for your Lordship's consideration, that no notice has been taken of it to this day: that the matter of Mr. Officiating Collector Read's said report having been subsequently referred for investigation to Mr. Gouldsbury, your memorialist presented the triplicate of his reply to that officer also; but Mr. Gouldsbury likewise after perusal returned it, on the ground, that the subject of Mr. Read's reference had already been disposed of by the Board, altho' the matter of bribery, therein originally specifically reported on, was the principal point for investigation before him as President of the Court of Enquiry; that thus, the reply of your memorialist, and his prayer for a full, independent, judicial investigation, has been completely thrown out.

14. That, however, with reference to Mr. Officiating Collector Read's exposition of his own powers as well as of the Manager serving under him, the Board's decision on the subject of your memorialist's suspension reversed Mr. Officiating Collector Read's illegal proceedings, and on the point of remission, confirmed the practice of one of Mr. Read's prede-

cessors in office in the case of these very farmers, in the year 1829, the decision of the Sudder Board, dated 24th September, 1833, being as follows; that "*the Manager can by no means make any remission of a jumma once fixed*;" and that, with regard to the accusations of Bijue Govind Singh against your memorialist, the Commissioner of the Division dismissed them on the 15th February, 1834, as entirely destitute of proof, there not being even the shadow of a suspicion against your memorialist; the Commissioner, therefore, ordered your memorialist to be restored to his situation.

15. That, on the 21st March, 1834, the aforesaid Bijue Govind Singh presented to the Sudder Board his petition of Appeal against the decision of the Commissioner, and that your memorialist also submitted by petition his grounds of dissatisfaction with the Commissioner's disposal of the case with reference to the conduct of the local authorities, and particularly prayed the Board's notice and attention towards such conduct in their appellate Jurisdiction, as an act of justice to an individual long suffering from the unjustifiable treatment of his case at the hands of Public Functionaries placed by Government under their surveillance and controul; that the Sudder Board past their final order upon the case on the 26th September, 1834, recording it as their opinion, "*that they could not find reason for altering the decision of the Commissioner*;" that, your memorialist humbly submits, that in like manner with the Commissioner of the Division, the Board also have not been pleased to take the slightest notice of the unwarrantable public conduct of their subordinate officers repeatedly complained of in the petitions of your memorialist.

16. That, your memorialist here craves leave to submit, that, notwithstanding the favorable testimonials of conduct and character above detailed by your memorialist, your memorialist has been unjustly removed from the situation he had so creditably filled as Manager of the three aforesaid estates; and further, that, the plausible grounds upon which his removal has been founded, have really not been made the basis of subsequent management with a view to the meditated amelioration of the condition of the agricultural tenantry attached to those estates:

17. That, on the 24th September, 1833, the Sudder Board pronounced the interests of the ryots and other tenantry on

the estate to be paramount, and requested the Commissioner of the Division to inform them "under what authority the estate in question had been farmed out;" and "under what circumstances Mr. Imlach" (your memorialist) "has obtained the management of three distinct *Zumindarees* comprising several *Purgunahs*, and whether he has given in each case good and adequate security for the faithful discharge of the trust in a sum proportionate to the extent thereof," and that the Board communicated at the same time, that, "all the Regulations bearing on attachments of the nature in question, evidently contemplate administration by the *Surburakar*, without the interposition of any middleman between that officer and the tenantry, of whatever grades on the property at the commencement of the term of management;" and that the Board further observed "that the Board entertained doubts whether any single individual be competent to exercise due care and management in the manner contemplated by the Regulations over such extensive estates as are reported to be under the charge of Mr. Imlach."

18. That, accordingly, Mr. Collector Gouldsbury, in his letter of the 25th October, 1833, to your memorialist's address, forwarded extracts, (*i. e.* paragraphs 2d, part only of 3d, 5th and 7th entire,) from a letter from the Secretary to the Sudder Board of Revenue, dated 24th September, 1833, on the subject of the reference made by Mr. Officiating Collector Read, under date 16th August, directed your memorialist's particular attention to the 5th and 7th paragraphs, relative to the duties of a *Surburakar*, and requested to be informed, under what authority the estates placed under your memorialist's management had been farmed out to others?—

19. That, your memorialist, on the 28th October, furnished Mr. Collector Gouldsbury with the information required, which was, however, laid aside to suit the convenience of his friends, the aforesaid farmers, who did not put the Collector in possession of the statements demanded of them till the 2d of December, 1833, and the following day, the 3d December, Mr. Collector Gouldsbury made his report in answer to the Commissioner's letter, dated 22d October, 1833: that it has pleased Mr. Collector Gouldsbury in that report, as in very many other places indicated in your memorialist's petitions, but indicated in vain, to the Sudder Board, to misrepresent your memorialist, and in one remarkable instance

to suppress in that report what your memorialist submits, constitutes an important point in your memorialist's answer to Mr. Collector Gouldsbury: that, after communicating the subject of your memorialist's answer after his own manner, Mr. Collector Gouldsbury makes your memorialist say "that this system of farming out was pursued by each succeeding Manager up to the present time; that, previous to Mr. Imlach's farming out the greater part of the estate at the end of 1239 Moolkee, Bijue Govind Singh, the proprietor of an 8-anna share, petitioned the Court of Sudder Dewanny Adawlut, objecting to the grant of extensive farms to the Messrs. Palmer and was referred by that Court to the Collector of the District, who informed him that the farming of the estate rested with the *Sarburakar*, and that he could not interfere;"— Mr. Collector Gouldsbury having suppressed the following part of your memorialist's communication, viz. that "In 1235 Moolkee, when Buzlul Hossain was Manager under Mr. Judge Wollen, the *Purgunus*, of Phuttypore Singeea, Sooltanpore, Sreepore, Huvellee Poorneea, and Muhalat Khangy were let in one farm to Messrs. C. and G. Palmer, and altho' Bijue Govind Singh represented his objections, to these the Court created *Mootahids*, to the Sudder Dewanny Adawlut, the farm was allowed to stand good." That, whether the suppression of this most important circumstance, conveying the sanction of the highest judicial authority in the country, was merely accidental, or otherwise, will be very easily decided by your Lordship by a reference to the proceedings at large of Mr. Collector Gouldsbury in the case of your memorialist:

20. That, resolved upon getting rid of your memorialist, and anxious to introduce as his successor, Mr. George Palmer, the self-convicting witness of your memorialist's accuser Bijue Govind Singh, Mr. Collector Gouldsbury in the 4th paragraph of his report of the 2d of December, expresses himself as being very doubtful, whether according to the construction which the Board puts upon the Attachment Regulations, it would be possible for any single individual to exercise due care and management over such extensive estates as are placed under charge of Mr. Imlach, comprising upwards of one-third of the District," and he further observes, that, "whereas in the present case, the estates are let out in farm, I confess, I cannot discover what duties remain to be exer-

cised by a *Surburakar*, as the revenue could just as easily be paid by the farmers direct into the Collector's treasury, as through the medium of a Manager receiving a salary of 700 rupees a month, and keeping up an expensive establishment : I may add, that the whole of the property is now under my management, in consequence of the suspension of Mr. Imlach, pending the enquiry, and that I do not anticipate that any difficulty will be experienced by the want of a *Surburakar* ; *” and, that in the 5th paragraph, after stating that your memorialist had charge of three estates, which gave him altogether 1,300 rupees per month, and control over an extent of country which it was quite impossible he could manage with due care and vigilance :—

21. That, to face this opinion of Mr. Collector Gouldsbury, who had but recently arrived in the District, and whose acquaintance with the real state of affairs was necessarily limited, and, tho’ but recently arrived, whose sources of information, your memorialist submits, were tainted by private influence and prejudice, your memorialist can produce the then unbiased testimony of Mr. Collector *Hawkins*, whose knowledge, and intelligence, in general as well in detail, with respect to the District of Poornea, are well known to the Sudder Board as well as to Government : That, in support of the testimony of so able an Officer as Mr. Hawkins, if such authority need any support, your memorialist can produce the written acknowledgment of his accuser Bijue Govind Singh himself,—the testimony of Mr. Hawkins in common with other public functionaries, being already detailed by your memorialist in the 6th & 7th, and the acknowledgment of Bijue Govind Singh in the 10th paragraph of this memorial ; that, the former as a public document is on record in the Collector and Commissioner’s respective offices, and the latter has been presented to Mr. Collector Gouldsbury, and by that officer filed with the papers of your memorialist’s case :—

* Altho’ the farming system on a reduced scale still continues in full operation, Mr. Collector Gouldsbury in September following requested to be relieved, and recommended “ Mr. B. R. Perry ” as fully competent to undertake the administration of the whole “ estate.” See his letters to the Commissioner’s address, dated the 22nd and 20th September, 1834, as also Mr. Officiating Commissioner Ward’s letter to the Sudder Board of Revenue, dated the 17th December, 1833.

22. That, unfortunately for your memorialist, Mr. Officiating Commissioner Ward, notwithstanding the records of his office, so favourable to your memorialist, in his letter of the 17th December, 1833, to the Sudder Board, without any consideration or examination, records his concurrence with Mr. Collector Gouldsbury, and observes, "that the estates at present under charge of Mr. Imlach are far too extensive to be managed efficiently, if the collections were required to be conducted in the manner in which your Board appear to think that they ought to be under the rules of Regulation V. of 1827, and on the other hand, that if the farming system be allowed, the services of a *Surburakar* would then become unnecessary."

23. That, your memorialist submits, that the extensive experience of Mr. Officiating Commissioner Ward, ought to have put that Officer in mind, that in general, whenever extensive estates have been retained under the immediate management of the Collector, *the details of the business of such estates upon which their beneficial settlement depends*, are necessarily thrown so much into the hands of their ministerial officers, (who by means of combination among themselves, and intrigue with the leading men among the tenantry, as well as other people connected with such estates, always secure a handsome income from them,) the controul on the part of the Collector, burthened with a multiplicity of other duties, becomes extremely limited, at times almost nominal; that, thus, your memorialist submits, that very few instances could be adduced where the productiveness of estates thus managed, have not invariably diminished:—That, by way of example, your memorialist will not venture to trouble your Lordship with any other instances, than what these very estates afford; that, your memorialist humbly submits to your Lordship's consideration, that in 1840 *Moolker*, when the local authorities interfered, and undertook the ma-

*In proof of this, Mr. Collector Gouldsbury's own admission, contained "in his letter to the Commissioner's address, dated 22d September, 1834, may be quoted. "At present most of the duties which properly belong to the *Surburakar* devolve upon me, and my time is so fully occupied with my other numerous avocations that I am unable to pay sufficient attention to those matters without neglecting other of greater importance. On this account, therefore, it is desirable that the management of the estate should be entrusted to a competent person who could devote the whole of his time and attention thereto."

nagement of the estate of Huvellee Poorneea, &c. that estate yielded forty thousand rupees less the first year, and the second about fifty thousand rupees less.

24. That, the Sudder Board, with reference to the two above-mentioned letters of Mr. Collector Gouldsbury and Mr. Officiating Commissioner Ward, informed the latter officer by their Secretary's letter, dated 21st February, 1834, (paragraph 2nd) that "the Sudder Board consider the system of administering attached estates which appears to have long prevailed in zillah Poorneea, to be open to the most serious objections, and therefore to demand the earliest change that can be brought about without confusion, or unnecessary injury to those interests which are involved in an existing state of things, for which many of the parties concerned are in no wise responsible," and they further express their opinion, "that it is the duty of the *Surburakar* to administer the estate entrusted to his charge in the same manner, as would be done by an active and intelligent proprietor, drawing his rents as nearly as the customs and institutions of the people will permit, from the class who actually raise the crops from which the rents result; that every middleman interposed between the Manager and the first real payer, must live on the income properly belonging to the *sumindar*: that it ought to have occurred to Mr. Imlach, that an officer is not selected to manage an extensive and most valuable property with a handsome salary in order that he may imitate the self-indulgent and injudicious administration of their landed property, which too many Hindoo *sumindars* give into most frequently to their ruin;" that, here the Board are pleased to institute between the Messrs. Palmer and your memorialist a comparison which out of deference he declines to quote; that in continuation the Board observes, that, had your memorialist "collected the rents more immediately from the *ryots*, he would have added to the income of the proprietors a considerable part of the profits enjoyed by the *mostajers* and *durmostajers*;" that after laying down the foregoing premises, the Board are pleased to pronounce the following sentence on your memorialist: "It is true that Mr. Imlach has incapacitated himself for the proper discharge of his duty to the *sumindars* of *Purgunna* Huvellee, &c, by undertaking charges of a similar nature far too extensive to be executed by any individual who does not render his office a sinecure by let-

“giving out the estate committed to his hands;” and, that in paragraph 4th the Board lay it down as a rule, that “no Manager should be entrusted with the management of a larger estate than he can administer without subletting; that, all leases which have been granted by a *Surburakar* without due authority, should be revoked with the least unobjectionable delay, and that tenures created by farmers holding such leases should fall with the leases:”

25. That, here your memorialist would in the first place solicit your Lordship's notice to the manner in which he was, with the sanction of his superior, elected by the proprietors of Soorjapore and Sowsa Bumbhag, and in the next place most humbly to submit, that the construction which it has pleased the Sudder Board to put upon the Attachment Regulations, was promulgated for the first time on the 24th September, 1833, previous to which date, the said Regulations were not understood in that light either by any of your memorialist's immediate superiors, or by the memorialist himself;—that, your memorialist submits, that even Mr. Collector Gouldsbury, as well as Mr. Officiating Commissioner Ward appear in their letters to refer to the Board's construction of those Regulations as rather novel than otherwise; that up to the date aforesaid, the local Authorities of the District as well as your memorialist, subject to their correction, were guided in the performance of their duty by the construction of the Sudder Dewanny Adawlut with regard to the Regulations in question; that in proof, your memorialist begs leave to submit to your Lordship's very particular consideration, that when the estate was held under attachment by the Civil Court, the said Messrs. Palmer obtained in 1235 *Moolkee*, a lease of the same extensive farm, and sublet it; and that altho' the aforesaid Bijue Govind Singh petitioned the Sudder Dewanny Adawlut objecting to the grant of the farm to the Messrs. Palmer, the Court,—the highest judicial authority in the country,—allowed the lease to stand good:—hence the conclusion is natural, that the Board's construction of the Regulations in question, is decidedly at variance with that of the highest Court of Law:

26. That, your memorialist very humbly submits, that as the Sudder Board with regard to estates held under attachment, of which the proprietors, or their delegates are always on the spot to look after their interests, make the

greatest benefit of the proprietors their ruling principle, ~~and~~ devolving upon the Revenue Officers in their capacity of Court of Wards, ought still more particularly to be entitled to the full benefit of its operations; yet, in 1240 *Moolks*, the Sudder Board, in its capacity of Court of Wards approved and sanctioned, on the mere recommendation of Mr. Officiating Collector *Read*, in the case of these very *Messrs. Palmer* the creation of a very extensive farm, on the *Tazpore* estate, altho' the said estate had already been judiciously let out by its late proprietress in small farms;—That, in proof of the principle which has swayed the Board with reference to the *Huvellee Poornaea* estate, not being a fixed principle of general and uniform operation, your memorialist craves leave to submit, that while with respect to the *Huvellee Poornaea* estate the Board are pleased to declare the system open to the most serious objections, and suggest, that, the best way of disposing of the lease to the *Messrs. Palmer* will be to cancel it from the end of the year 1240, and to make them whatever remission shall appear unavoidable as a measure of justice to them, with respect to the *Tazpore* estate, altho' the executor has proved the Will,—proved at the same time, the marked preference given to the *Messrs. Palmer* on a smaller *jumma* than was offered by another candidate for the farm, and has moreover obtained possession of the estate from the Court of Wards, yet, these extensive farmers, in spite of all the exertions of the executor in the Collector's office, at the office of Commissioner of Revenue, and at the Sudder Board praying, that the lease should be cancelled, as it was illegally granted to them, retain the farm undisturbed to this day.—That thus, whilst your memorialist was immediately under the eyes of the local authorities, Civil as well as Revenue, performing his duty in accordance with the construction of the Sudder Dewanny Adawlut with respect to the Regulations bearing on attachments, the Sudder Board were pleased to put a different construction on them, and according to that construction, to prescribe the duties of a *Sarburakar*, find fault with your memorialist, and in spite of the recorded testimony of the Collectors of the District, Commissioners of the Division, and of the written acknowledgment of *Bijue Govind Singh* himself, in his favour, to pronounce his management reprehensible. That, it is further worthy of your Lordship's notice and attention, that in the District of *Poornaea*,

the Sudder Board deduce your memorialist's in-capacitation for the proper discharge of his duty to the *xumindars* of *Purgunu*, *Huvellee Poorneea*, &c. from his election to, and acceptance of, the management of two other estates,—yet, in the District of *Mymnasingh*, your memorialist was permitted to retain the management of three distinct estates, altogether comprising a very great extent, with the knowledge and sanction of the Sudder Board:—

27. That, your memorialist here begs permission to state for the information of your Lordship, as it has not consisted with the views of his immediate superior to take the slightest notice of it, that in 1289 *Moolkee*, in order to encrease the income of the proprietors, your memorialist, in the settlement of the estate of *Huvellee Poorneea*, &c. made every effort in his power to let it out in small portions, as his proclamations and *Roobukaries* of settlement, delivered by him into Mr. Collector *Gouldsbury's* office amply attest : but that the exertions of your memorialist in obtaining applications, did not exceed 28,000 rupees out of a *jumma* of upwards of 5 lacks, in the course of a month and half ; that the influence possessed by the Messrs. *Palmer* in every official department throughout the District, and the consequent sway, with which such influence could not fail to invest them over the inhabitants of the District of *Poorneea*, proved an insuperable bar to the settlement contemplated by your memorialist : that, the class of people with whom your memorialist was the most desirous of settling, and who also were the most likely to settle with him, were generally the principal tenants upon the estate ; but the Messrs. *Palmer* were in the field as candidates for the farm, and these tenants, who had been *durmostnjers* and *ryuts* under them, from personal experience and observation duly estimated the power possessed by the farmers : your memorialist submits, that the knowledge of such power,—a power remarkable for its notoriety far and wide,—was more than enough to deter tenants from bidding for any farm, for which the Messrs. *Palmer* stood forth as candidates :—

28. That, here your memorialist hopes, that it will not be considered out of place, if he briefly state the exertion of this power on the part of the Messrs. *Palmer*, when a friend or a dependant was to be supported in lawless acts : that so late as even after the arrival of Mr. Collector and Magistrate *Gouldsbury*, if a tenant or farmer has attempted to resist

the illegal domineering treatment of the proprietor of an estate, and such proprietor, unwilling from a sense of injustice to have recourse to law, or unable from want of power to cope with his tenant or farmer without recourse to law, sought the aid of Mr. George Palmer in particular, he was sure to obtain the assistance of a band of *peadus* out of a host at all times at the Messrs. Palmer's disposal :—that the character of both master and men, had been so well established throughout the District, that their appearance in favour of a party, seldom if ever failed to put an end to every description of resistance or opposition however justifiable on the part of the oppressed :—that, hence it becomes a matter of consideration, what might be the extent to which they must have carried their power, where their own immediate interests have been concerned ?

29. That, your memorialist humbly submits, that under the then existing untoward circumstances, your memorialist could not possibly have felt himself justified in deviating to any great extent, without the express injunction of superior authority, from a system of management which had been so long established and upheld by the uniform practice of the Judicial and Revenue Officers under Government, and by its prevalence under the most active and intelligent proprietors not in the District of Poorneca alone, but in the surrounding Districts likewise, since the Honourable Company's acquisition of this part of the country.

30. That, as from the line of conduct which Mr. Collector Gouldsbury has pursued with respect to your memorialist ever since he came in contact with Mr. George Palmer, your memorialist is sure, that it has not pleased Mr. Collector Gouldsbury, with the condour and impartiality becoming an independant public servant, to submit to superior authority certain letters addressed by your memorialist in answer to that Officer, your memorialist begs leave humbly to submit that Mr. Collector Gouldsbury with his letter of the 24th march, 1834, forwarded to your memorialist an extract (paragraph 3d) of a letter from the Sudder Board of Revenue containing their sentiments regarding the system of farming out the estates, and requested to be informed "distinctly what objections exists in each case of these leases being revoked," and "whether your memorialist considered the retention of the *durmotajers* indispensable, in

whatever estates he might be permitted to retain under his management:" that, on the 29th March, your memorialist replied to Mr. Collector Gouldsbury on the subject of the Huvellee Poorneea estate, that with regard "to the abstract question of revoking the leases at any time, as it involved in various ways the interests of several numerous classes of British subjects, many of whom in consequence of these very leases and under leases emanating from them, being recognized by the Civil Courts, have on the one hand realized substantial advantages—whilst very many, on the other hand, by the same means been reduced to poverty and distress,—and thus in your memorialist's humble opinion it involved a point of equity as well as law—after the orders of a very high authority had been passed on it, your memorialist begged to submit whether it would not be presumptuous in him to offer an opinion upon a point at once so complicated and weighty : that, with respect to the retention of the *durmastajers*, your memorialist submitted, that in his humble opinion it was absolutely necessary to retain for some time to come the grade of farmers, who are immediately connected with, and collect the rent directly from, the *ryuts*, be they *mastajers*, *durmastajers*, or *kutkeenadars*, to whom the *ryuts* are almost without exception, either in arrears of rent, or indebted for *tigralee* : that with reference to the contemplated change in the system of management, your memorialist begged leave to state, that he considered himself competent to the care of all the estates then under his management, increase of establishment in proportion to the increase of details being all he should require ; and that, with respect to his general manner of conducting business, your memorialist begged reference to the recorded opinions of his immediate superiors, Messrs. Lewis and Hawkins, Mr. Collector Gouldsbury's immediate predecessors in office, and to the majority of the proprietors as well as the great body of the farmers and *ryuts*, who had been placed under his control for the last 4 years, as Manager of these estates :"—Here, your memorialist craves leave most humbly to submit, that, with respect to the settlement of Huvellee Poorneea, &c. the subsequent proceedings of Mr. Collector Gouldsbury bear ample testimony to the degree of attention which has been, tho' unacknowledged,

virtually paid to this representation of your memorialist* :

31. That, on the 14th April, following, your memorialist with regard to the Soorjapore estate represented to Mr. Collector Gouldsbury " that from the year 1200 to 1221 *Moolhee*, " this estate had been under the jurisdiction of the Court of " Wards, during which period of 21 years, it had according " to the custom which had previously prevailed, been let in " *Talooqs*, *Mouzas*, &c. ; that, from 1222 to 1235 *Moolhee*, " the estate had been held under attachment by the Civil " Court, and that the same system of farming out continued " for fourteen years, with the sanction of that Court ; and " that, ever since it had been transferred to the Collectorate, " the system adopted by the Civil Court had been regularly " adhered to ;---and these leases had, from the beginning up " to the day of your memorialist's representation, been recog- " nized in all Courts, and on the strength of them decrees " obtained and arrears of rent realized :---That the *Mool- " jers* and their securities were due to the estate 182,865 " rupees ; and that, if previous to the expiration of these " leases their *puttahs* be annulled, the *guboolteens* and secu- " rities held by your memorialist, would necessarily become " null and void ; hence your memorialist submitted, in what " manner were these heavy arrears to be guaranteed and " realized ?---That, a *Durbanlee* (or *purguna* rate) did not " exist in this *Purguna*, but that periodical settlements for " certain amounts of rent (which fluctuated according to " circumstance) had obtained ; that, Mr. Colebrooke had " gone to the *Purguna* to establish the rates, but returned " without effecting his purpose ; and that ever since, the " original custom of letting out for a certain period, at more or " less rent had continued :---That, previous to commencing " on *khas* collection, it was absolutely necessary to settle the " rates of the *Purguna* with the consent of the cultivators " and the *zamindars*, which, however, would be a work of " time, that consequently, it was impossible to commence with " *khas* collections immediately upon this estate :---That, the " system of farming had from time immemorial, prevailed in this " *Purguna*, and that the sudden abrogation of so long stand-

* See Mr. Collector Gouldsbury's letter to the Commissioner's ad-
dress, dated the 10th May, 1834 paragraph 3.

“ing a custom would lead to much loss and confusion, for
 “which ~~loss~~ your memorialist submitted, whether the *sumen-*
 “*dars* would not claim an equal remission in the revenue
 “which they had contracted to pay to Government?—That,
 “the rubber crop belonged to the *Mostajers*, and the
 “season for commencing cultivation for the new year just
 “come in having arrived, should the farms be annulled at this
 “critical period without a *durbundee* being fixed, the culti-
 “vators would not go on with their labors, and to settle the
 “rates, as above stated, was the work of time; cultivation,
 “therefore, would be impeded and the amount of the Go-
 “vernment revenue not realized in 1242 *Moolkee*;—That,
 “the farmers had advanced money and seed to the *ryuts*, who
 “were at the same time in arrears to them; and if the farms
 “be revoked, the farmers would press the *ryuts* to pay to the
 “utmost of their means the above-mentioned advances and
 “arrears, and reduce the *ryuts* to poverty and ruin. from
 “which to save and protect them, a very considerable ad-
 “vance in money and seed would be necessary; but, that, as
 “there were no funds in the *kork k'chunee*, whence was this
 “aid to be derived?”—Here also your memorialist begs leave
 very humbly to submit, that although this representation of
 your memorialist remains likewise unacknowledged, the subse-
 quent official proceedings regarding this estate have been
 virtually based upon it, and the system so strongly reprehended
 with reference to your memorialist's management, continues in
 full operation to this day :

32. That, your memorialist now begs leave to bring to
 your Lordship's notice certain statements made by Mr. Col-
 lector Gouldsbury in his letter of the 26th March, 1834, with
 a view to your memorialist's removal, and the introduction of
 his friends the Messrs. Palmer in succession to your memori-
 alist, that, Firstly—Mr. Collector Gouldsbury in submitting
 his opinion with reference to the letter of the Sudder Board,
 dated 21st February, 1834, in the second paragraph attri-
 butes the prevalence of very great distress among the agri-
 cultural classes to the most destructive system of management
 hitherto adopted by the Managers of letting out the estates
 to the highest bidders :—that, here your memorialist craves
 leave most respectfully to beg the attention of your Lordship
 to Mr. Collector Gouldsbury's letter of the 20th February,
 1834, to the Commissioner's address wherein, he seems acci-

dentally to have lost sight of your memorialist, in recommending the application of Messrs. Palmer for a remission,—grounding his recommendation of it upon the prevalence of the very same distress, but describing the causes of that distress to be partial famine. stoppage of large sums of money in the way of Indigo advances, the breaking up of grain merchants' establishments, and the granting of land free of rent for a long period in the Morung:—hence, your memorialist submits, that even from the testimony of Mr. Collector Gouldsbury himself, a witness of no small importance in the case of your memorialist, he is justified in deducing as a natural consequence, that the distress alleged to have existed in Poorneea, is not attributable altogether to the evil effects of the farming system in general, or to any acts of your memorialist in particular: but your memorialist begs leave to submit further, that he was on the 15th February, 1834, acquitted of the foul charges preferred against him by Bijue Govind Singh at the instigation of Mr. George Palmer, and was ordered to be restored to his situation; it, therefore, became necessary to find out some other pretence to effect his removal; and thus, what was before in order to benefit the farmers, attributed to famine, &c. is now like a medicine of many virtues, capable of producing opposite effects in the hands of Mr. Collector Gouldsbury, made to militate against your memorialist:—

That, Secondly—in the 3rd paragraph, Mr. Collector Gouldsbury is pleased to pronounce your memorialist's situation a sinecure, and in the 4th to adduce the Messrs. Palmer's farm of the Huvellee estate (for which he had previously granted them a remission of 23,000 rupees) “as the best proof of the pernicious effects of the system;” that in refutation of the former, your memorialist trusts, that after the testimonials and other circumstances, submitted in some of the foregoing pages, he needs not trouble your Lordship, with any thing in addition; but with respect to the latter, your memorialist feels himself called upon to state for the consideration of your Lordship, that these farmers have been concerned in the farm of the above-mentioned estate since the year 1235 *Moulkee*; their first lease having commenced with that year and terminated in 1239; that, fully aware of the condition of the estate, and stimulated by the profit arising out of it up to that period, they again took the farm in 1240: that in the first lease they held but a 4 aana share in the farm,

and it is particularly worthy of your Lordship's consideration, that its management rested entirely with their partner, banker and security, Salamat Rae, who from the collections of the farm paid annually to your memorialist about 3,44,000 rupees ! but that from the year 1240 *Moukee*, the Messrs. Palmer took the farm by themselves alone, and the space of a very few months shewed their incapacity for its management, arising as your memorialist is prepared to prove, from their tyranny and oppression ;—That, Thirdly—Mr Collector Gouldsbury in the 6th paragraph, after expressing his coincidence with the opinion of the Sudder Board, that it would be necessary for your memorialist to divest himself of the management of two of the three estates, is pleased to observe, that “ circumstances, which have been brought to light during the investigation of the charges lately preferred against Mr. Imlach render it,” in Mr. Gouldsbury's opinion, “ on every account objectionable that he” (your memorialist) “ should retain the management of the Duvellee estate, in direct opposition to the wishes of at least one of the proprietors, and the only one of them of an age capable of judging rightly how his interest have been affected by the injudicious management of the *Surbhukar* :” that, with regard to Mr. Collector Gouldsbury's dark insinuation, conveyed in the foregoing quotation, your memorialist has briefly to submit,—whether with respect to the Commissioner of the Division, after your memorialist had been honorably acquitted by that officer of the charges preferred by Bijue Govind Singh against him at the instigation of Mr. George Palmer, “ as being entirely destitute of proof,” it be not altogether out of place in Mr. Collector Gouldsbury, as subordinate to the Commissioner, thus indirectly to impugn his judgment and decision ;—and with regard to your memorialist, utterly unjustifiable thus officially to indulge in a groundless insinuation ; and with respect to the proprietor, who alone in Mr. Collector Gouldsbury's opinion, is capable of judging rightly, your memorialist has merely to observe that Mr. Collector Gouldsbury seems to have forgotten altogether, that that very proprietor, in his letter of the 24th *Kartick*, 1240 *Moukee*, submitted by your memorialist to Mr. Collector Gouldsbury as President of the Court of Inquiry, has recorded his then unbiased testimony, that, his property was never before managed to so much advantage as by your memorialist ;—That—Fourthly, Mr. Collector Gouldsbury, in the 7th paragraph proposes the retention of your

memorialist in the management of the Seorjapore estate, on the ground that the proprietors have not objected to his management, and in the 8th paragraph recommends the appointment of either Mr. Charles or George Palmer in succession to your memorialist in the Huvellee estate, because it is "*of immense extent*" and further adds, that he recommends them with the utmost reliance upon their integrity and competency for the task:—That, with respect to the integrity of Mr. George Palmer, and the competency of both, thus strongly upheld by Mr. Collector Gouldsbury, your memorialist begs leave to submit, that the said Mr. George Palmer on the 11th November, 1833, in his deposition before Mr. Collector Gouldsbury as President of the Court of Enquiry, virtually declared on oath, that he had offered a bribe under the mental reservation of giving it or not giving it, according to circumstances, thus avowing imposition to be one of his principles of thinking and acting; and that, it is worthy of your Lordship's observation, that Mr. Collector Gouldsbury in his letter of the 1st February 1834, to the Commissioner of the Division, has himself previously declared that "Mr. Palmer has certainly been to blame for becoming a party to a corrupt transaction;" that, nevertheless, Mr. Collector Gouldsbury has not hesitated to uphold the said Mr. George Palmer as a person of "*upright conduct*," and both of them as fully competent to the management of the estate at large, altho' they have egregiously mismanaged their own farm, which constitutes but a part of the estate; and the salary of 700 rupees per month has been considered a large sum for your memorialist, yet not too much for the Messrs. Palmer:—

That, Fifthly - Mr. Collector Gouldsbury in the 10th paragraph, after pointing out certain advantages to be derived from the appointment of the Messrs. Palmer is pleased to assert, that your memorialist "is not acquainted with the internal arrangement of the *Mehals*:"—that, your memorialist in deference begs leave to submit, that the records of your memorialist's office transferred by him to Mr. Collector Gouldsbury, if it had pleased that Officer, or cons'idered with his manifest views, to take the trouble of looking into them for information, would have furnished him with ample evidence to the contrary, and perhaps, prevented him from indulging in loose assertions and vague insinuations against your memorialist, without any regard to facts:—

That, Sixthly—Mr. Collector Gouldsbury in the 5th paragraph, with a view to putting matters on a more healthy footing for the future, proposes “the first thing to be done must be “to revoke the whole of the farms granted by the *Surburakar*, “which may be done at the expiration of the present year “without subjecting the farmers to any serious injury :—all “intermediate grades of *tenant* which have been created by “these farmers between themselves and the *ryots*, must of course “cease, * and the *Surburakar* will have to collect in most instances from the actual cultivators of the soil ;—the retention “of the *durmastajers* may be desirable in some cases, but as “a general measure, he thinks it would be objectionable ;” and in the 11th paragraph, Mr. Collector Gouldsbury declares that “he does not anticipate that any valid objections will be “made against the revocation of such leases, “and displays his anxiety to effect the removal of your memorialist from, and to place either of his friends, the Messrs. Palmer, in charge of, the Havellee Poorncea estate, with all speed, by intimating to the Commissioner of the Division, that “if he agreed with him regarding the arrangements now proposed, they could be entered upon at once as a temporary measure, until the sentiments of the Sudder Board on the subject could be procured”

33 That, your memorialist now begs leave to state, that after due consideration of every representation hitherto made by Mr. Collector Gouldsbury, the Commissioner of the Division in his letter of the 1st April, 1834, addressed to the Sudder Board, gave it as his opinion that your memorialist might be retained as Manager of the largest estate, or as a general superintendent, or supervisor, and at the same time opposed the appointment of the Messrs. Palmer on the ground, that, “the “charges preferred by Raja Bijue Govind Singh at the institution of the farmers against Mr. Imlach, had been dismissed, as entirely destitute of proof, and this was in his “opinion, one out of many other reasons, why the Messrs. “Palmer should not be entrusted with the management of any “part of the estate.”

34. That, the Sudder Board in their letter of the 15th April, 1834, in answer to the Commissioner's letter of the 1st April, adhered to the sentiments they had formerly expressed, noticed with satisfaction, that the local authorities were aware of the serious evil of subletting,—approved of the arrangements proposed by Mr. Collector Gouldsbury, with the exception of

* Please reader to compare this with the 3rd. part of Mr. Collector Gouldsbury's letter of 10th. May, 1834.

appointing either of the Messrs. Palmer to the management of Huvellee Poorneea, ordered your memorialist to be removed from this estate and restricted to the charge of Soorjapore, directed a competent successor to be immediately selected by the Collector, suggested that "the best way of disposing of the lease of the Messrs. Palmer would be to cancel it from the end of the year 1240 *Mou.kee*, and to make them what remission should appear to be unavoidable as a measure of justice to them, and relied on the Commissioner, that his relaxation of the *Zumeendars*' demand should be made in such way, that it would assuredly give to the *ryots* their just proportion of that remission, for he was the party most deserving of indulgence, and whom it concerns the permanent interest of the proprietors, and the benefit of the estate, which should be inseparable, to nourish and protect."

35. That, in conformity with the Board's instructions, the Messrs. Palmer's deed of relinquishment having been accepted by the Commissioner, Mr. Collector Gouldsbury in relieving your memorialist from the charge of the Huvellee estate, appointed 6 Managers, but contrary to the sentiments of the Sudder Board as well as his own recorded opinion, by his *Roobakaree* of the 7th May, 1834, ordered the retention of all such of Messrs. Palmer's under farmers as collected their rents immediately from the cultivators of the soil;—that, subsequently, Mr. Collector Gouldsbury ordered the whole of the *Mostajers*, *Durmostajers* and *Kutkenadars* created by the aforesaid farmers, to be retained; and *Purgunus* Kutcehar and Koomarcepore, which had become *khis*, to be farmed out by Mr. Manager Perry;—That, in like manner, in two other estates, the system of management so strongly reprehended with reference to your memorialist, under the new management also, notwithstanding Mr. Collector Gouldsbury's laudation of the Manager of Soorjapore in his letter of the 3rd October, 1834, to the Commissioner's address; *continues altogether undisturbed*; and that, altho' the remission solicited by the Palmers has been granted by Mr. Collector Gouldsbury, yet notwithstanding the orders, nay the concern and anxiety of the Sudder Board on the subject of the *poor ryots*, they have not to this day participated to the extent of a single *kuoree* in the benefit of the said remission:

36 That, your memorialist begs leave to submit to the consideration of your Lordship, whether under the mask of

promoting the interest of the *sumindars*, and ameliorating the condition of the tenantry, the removal of your memorialist, like the riddance of a thorn, has not really been the principal object of both Mr. Officiating Collector Read and Mr. Collector Gouldsbury, in their plausible representations, in short, in all the measures, which they have taken with regard to your memorialist:

37. That, your memorialist begs leave to submit further, that from time to time, in his several petitions of Appeal to the Commissioner of the Division, and to the Sudder Board, and ultimately in his Appeal from the decision of the Commissioner, your memorialist has clearly and distinctly represented the unwarrantable conduct of the local authorities towards him, as well as the *animus* with which they have been palpably acting against him in violation of the principles of justice; but, that, his representations have been made in vain: that neither the Commissioner of the Division, nor the Sudder Board of Revenue has taken the slightest notice of the unjustifiable proceedings of either Mr. Officiating Collector Read, or Mr. Collector Gouldsbury; nor is there on the face of the proceedings of those appellate authorities finally disposing of the case of your memorialist, a single syllable to be found stating the ground of their passing over in silence, either your memorialist's representations, or Messrs. Read and Gouldsbury's unwarrantable public conduct, or their personally mixing themselves up, as those Officers have done, in a manner unbecoming the station of independent public servants, in the interested views of Mr. George Palmer and others, the notoriously combined enemies of your memorialist.

38. That, the silence of the appellate authorities upon a point of so much importance, admits of but 2 constructions, viz. that they either have been convinced of the correctness of your memorialist's representations, and connived at the misconduct of their subordinate Officers,—or, considering his representations unjust or otherwise improper, have not deemed them worthy of any notice. That, your memorialist submits, whether, according to either construction, the silence of the appellate authorities admits of any even the slightest degree of justification or defence?

39. That, here your memorialist, most humbly submits, that attending to the due administration of justice, and watching over the conduct of their subordinate public officers, *form*

one of the most important branches of the business of all appellate Courts, and constitute at all times one of their most essential duties :—

That, on the representation of palpable injustice or illegality in the proceedings, or disqualifying impropriety in the personal conduct of their subordinate public servants, with respect to a party in a case judicially before them, it is proper to interfere forthwith, and to examine into the merits of such representation, and by such timely interference, as a measure of preventive, rather to check immediately the evil consequences arising out of the illegal proceedings, or disqualifying personal conduct of their subordinate officers, than to allow them to proceed uncontrolled, inflicting injury upon injury to the full extent of their will and pleasure :

That, appellate authorities, by not interposing their constitutional power on the subject of appeals from a party suffering like your memorialist, from the public as well as personal conduct of their subordinate Functionaries, most especially, in finally disposing of a case when it comes before them in a regular course of appeals, by not exerting their constitutional power of duly noticing such conduct legitimately confided by Government in a certain measure, to their correction, surveillance and controul, divest themselves of their native dignity, and virtually become the mere shadows or forms of what they nominally represent :

40. That, assured of obtaining that full measure of justice which has hitherto been denied him, your memorialist now appeals to your Lordship in Council, and with these observations begs leave most humbly to submit his grievances to the consideration and decision of his Lordship as the legalized asserter of the rights of Government with regard to the due administration of justice by its public servants, as well as the constituted protector of the rights of its numerous subjects, whenever invaded, as they have been in the case of your memorialist, by its public functionaries—and your memorialist, as in duty bound, will ever pray.

(Signed)

A. IMLACH.

Calcutta, 26th January, 1835.

TO HIS EXCELLENCY THE RIGHT HONORABLE THE GOVERNOR
GENERAL OF INDIA IN COUNCIL.

The humble Memorial of Alexander Imlack,

SHEWETH,

That, your memorialist submitted to your Lordship in Council a memorial, dated 26th, on the 27th January last, and on the 7th of February solicited an audience of your Lordship for Tuesday the 10th February, for the purpose of laying before your Lordship the particulars of his case as hereinafter detailed; that, on attending at the Government House on Tuesday, your memorialist was informed by the Aide-de-Camp of the day, that your Lordship had been pleased to refer your memorialist to Mr. Pakenham, and your memorialist accordingly waited on that gentleman, by whom he was civilly directed to the Revenue Department for information with respect to his memorial; and that, in consequence, your memorialist on the following day waited on the Secretary of that Department, who obligingly informed him, that his memorial had that day been laid before your Lordship in Council, and that your Lordship had decided, that as the Sudder Board of Revenue possessed the power of removing *Surburakars* from office, your Lordship did not think it necessary to interfere in the case of your memorialist :

2. That, your memorialist most respectfully begs permission to state, that his removal from office is but a secondary consideration with him,—the principal grievances of your memorialist having their rise in the unwarrantable conduct of officiating Collector, Mr. Read; the Collector, Mr. Gouldsbury; and Mr. Hawkins, the Judge; in mixing themselves up with the opposite party, and misrepresenting your memorialist's side of the case, and prejudging it; and the *animus* with which they have been palpably acting against your memorialist, in violation of the acknowledged principles of justice : That, your memorialist from time to time, clearly and distinctly represented by petitions to the Commissioner of the Division, and the Sudder Board of Revenue, the unjustifiable conduct of the local authorities, and frequently and loudly prayed for a full investigation; but in vain :—that, neither of the appellate authorities has taken the slightest notice of the unjustifiable proceedings of either Mr. Officiating Collector Read or Mr. Collector Gouldsbury : nor is

there on the face of the proceedings of those appellate authorities finally disposing of the case of your memorialist, a single syllable to be found in explanation of their having passed over in silence either your memorialist's representations, or Messrs. Read and Gouldsbury's unwarrantable public conduct, in having taken their stand on the side of Mr. George Palmer and others,—(who are well known to be the avowed enemies of your memorialist,)—a line of conduct which as public servants of the state selected to decide on questions between man and man, it is hoped the Government will not countenance :

3. That, being much aggrieved and injured by the appellate authorities not interposing as empowered to do regarding the appeals of your memorialist, who was suffering from the public as well as personal conduct of their subordinate functionaries : your memorialist appealed to your Lordship in Council, and humbly begs leave to submit to your Lordship's notice and attention a few instances only of the illegal conduct and proceedings of the local authorities, which have been represented by your memorialist to the above-mentioned two appellate authorities by his petitions of 16th August, 20th October, 22d and 30th November, 7th December, 1833, and 31st March, 1834, viz. that Mr. Collector Read and Mr. Judge Hawkins had mixed themselves up in the circumstances of the case of your memorialist, and officially advocated the obtaining a remission of 24,000 rupees per annum for the farmers, Messrs. Charles and George Palmer :—that, notwithstanding that Bijue Govind Singh stands in the official records of the district convicted of bringing forward false charges against your memorialist, by means of intrigue and combination ; yet, Mr. Officiating Collector Read as well as Mr. Judge Hawkins, frequently at their own dwelling house as well as else where, hesitated not to associate with this very Bijue Govind Singh, and join him in common with others in their private conferences and consultations on the subjects of remission, and neglect of duty, &c. attached to your memorialist, which are so artfully set forth and so powerfully advocated in Mr. Officiating Collector Read's report ;—that, this Bijue Govind Singh had all along been opposed to the Messrs. C. and G. Palmer's holding the estate in farm, but at this particular juncture, Mr. Officiating Collector Read, without the intervention of his securities, paid the sum

of thirty four thousand rupees to Bijue Govind Singh, and indulged him in the expectation of receiving one lac and twenty three thousand rupees more out of the General Treasury; and the cheering prospect of a speedy and favorable termination to a couple of suits amounting to upwards of ten lacs of rupees, induced Bijue Govind Singh to consent to the remission, as well as charge of bribery against your memorialist;—that, Mr. Officiating Collector Read in conjunction with Mr. Judge Hawkins suspending for two days all operations in their respective Court's secretly held proceedings against your memorialist in their private dwelling house, and on the mere allegations of Bijue Govind Singh, fabricated and brought to maturity by George Palmer and others, in violation of the letter as well as the spirit of the laws, in their unwarrantable assumption of jurisdiction far above the level of the Collector's powers suspended your memorialist from office; that, Mr. Officiating Collector Read quietly dispensed with the prescribed administration of oath to the accuser in the present case, in direct opposition to the recorded precedent of his office, in which the refusal to swear to a charge of bribery was considered an insuperable bar to the Collector's proceeding into investigation;—that, although Mr. officiating Collector Read was from the commencement privately aware of every circumstance regarding the remission demanded by Messrs. C. and G. Palmer, and not altogether passive with respect to the measures adopted by the farmers with a view to obtaining their end; nevertheless, he the officiating Collector availed himself of the formality of official ignorance, and condemned your memorialist for not giving him information;—that, the report, dated the 16th August, 1833, to the Commissioner's address, contained the high wrought official advocacy of Mr. Judge Hawkins, under the simple signature of Mr. officiating Collector Read; that, it is affirmed by the people and generally acknowledged by the *putwaries*, as well as otherwise pretty well known, that the oppression and exactions of the Messrs. C. and G. Palmer, as well as their under farmers, have reduced the *ryots* to poverty and distress:—that, the difficulty of obtaining redress for their grievances is generally greater than the *ryots* could venture to encounter either in the civil or criminal Court, the notoriety of the paramount influence of the great farmers,

C. and G. Palmer, and under their protecting power, the comparative safety of their immediate under farmers, generally proving a sufficient bar to the institution of suits against them on the part of the suffering *ryots*;—that, when Mr. Collector Gouldsbury called on your memorialist to answer the charges preferred against him by Bijue Govind Singh, your memorialist submitted in reply the operations of the conspiracy, by means of which the whole of this prosecution had been got up, with a list of evidence which would have developed the details of the plot; but Mr. Collector Gouldsbury pronounced this to be preposterous and irrelevant matter, and peremptorily refused to go into it, as it did not fall in with the letter of his instructions which are limited to the investigation of the plaintiff's side of the question; in consequence of which, your memorialist represented to the Board the insufficiency and the exclusive spirit of the pending enquiry, and prayed the Board to pass such orders as would secure to your Memorialist the full extent of his right in defending himself against the machinations of his enemies;—that, Mr. Collector Gouldsbury allowed your memorialist's nominal accuser, Bijue Govind Singh, to alter and new model his charge of corruption, and swear to the truth of the allegation of his informer and witness, Mr. George Palmer, without any personal knowledge of his own; and to refer to him, Mr. George Palmer, for the developement of the precise nature of his complaint against your memorialist, until, a leading question was put by the Court to the plaintiff; and, altho' the said Mr. George Palmer, your memorialist's actual accuser, who had by compact, however, assumed the garb of a witness, stood according to the English laws at least, convicted out of his own mouth, not only of the crime of offering a bribe, but of avowing at the same time principles of imposition, which placed him at once beyond the pale of credibility; yet, on the strength of this self-convicting deposition, together with the possibility of your memorialist's exerting undue influence over certain witnesses, and the length of time the enquiry was likely to last, your memorialist was suspended a second time;—that your memorialist submitted to the Sudder Board—of what avail can be the influence of an isolated individual situated as your memorialist had been, with charges hanging over his head, with the marked countenance, nay the open support of the authorities of the District directly opposed to him in

devotion to the cause of his inveterate accuser and their own friends; and the then Officiating Collector firmly united from the first, and by existing circumstances further strengthened in his attachment to the interest of your memorialist's opponents, still on the spot, filling an official situation in the Collectarship and Magistracy of the District;—that, previous to the determination of your memorialist's suspension, Mr. Collector Gouldsbury had devoted to his open enquiry in Court no more than four hours, and since then (11th November) up to the 4th December, not more than five hours, altogether constituting 9 hours; that the President of the Court of Enquiry had in the first place, inflicted a serious injury upon your memorialist by his dilatory proceedings, and in the next by converting it into a reason for his suspension:—that, Mr. Collector Gouldsbury pending the enquiry laid aside the English delicacy of feeling and punctilious demeanour, which with reference to parties, in all English Courts, so peculiarly characterise the public Ministers of equal Justice and Law, by throwing himself into the arms of Mr. George Palmer, with whom the prosecution originated and by means of whom it was still carried on, and in spite of his extraordinary self-condemning deposition: that your memorialist protested against Mr. Collector Gouldsbury's proceeding with the enquiry, on the ground of that Officer's having disqualified by the most marked and open prejudging of your memorialist's case; that, Mr. Collector Gouldsbury with a sworn deposition remarkably differing from the plaintiff's deliberately prepared written charge, and with evidence which bears not on the original matter of complaint ordered for investigation, instead of reporting on such discrepancy and forwarding the plaintiff's deposition and Mr. Palmer's evidence to the Commissioner for disposal, on the ground of a palpable discrepancy, as well as on that of want of power to take cognizance of any fresh or new modelled complaint of the Manager's official conduct, he recommended the suspension of your memorialist, entered into investigation, and kept the charges hanging over your memorialist's head for three months; that Mr. Collector Gouldsbury's final Persian *Roobakaree* of the 1st February, is remarkable for the exclusive spirit which, almost without exception, breathes through it, with respect to every item at all beneficial to your memorialist's side of the case; that, Mr. Collector Gouldsbury's public letter, con-

veying to the Commissioner the result of his enquiry, is tarnished with partiality to the cause of Mr. George Palmer, in the wording of his representation to Mr. Palmer's greatest possible advantage, and in the introducing into it of statements which are far from being supported by the records of the case ; that, Mr. Collector Gouldsbury in his brief summary has not only travelled out of the record ;—but given insertion to circumstances which are neither borne out by the plaintiff's original charges, nor by his deposition on oath before Mr. Collector Gouldsbury himself ;—that, your memorialist submitted to the judgment of the Board the mis-statement, as well as omission or rather suppression by Mr. Collector Gouldsbury of very important matter, which made for your memorialist's side of the case ;—that, Mr. Collector Gouldsbury in his public letter put a most unjustifiable construction upon the evidence of Mr. George Palmer ; and introduced into it statements unsupported by the deposition itself ;—that, your memorialist was saddled with the extraordinary *onus* of proving a negative ;—that, after rejecting your memorialist's evidence, which would have not only shaken but annihilated the testimony of Mr. George Palmer, Mr. Collector Gouldsbury did not hesitate to observe, that your memorialist had brought forward no evidence to refute the charge of bribery ;—that to the serious injury of excluding most important circumstantial evidence regarding the origin of the false accusation against your memorialist, Mr. Collector Gouldsbury added the very substantial one of suppressing as well as misrepresenting the only remaining means of defence which had been left to your memorialist ;—that mere hearsay evidence, (altho' not worthy of notice) tending in a manner to give colour to the charge, was readily tolerated against your memorialist by Mr. Collector Gouldsbury ;—that, your memorialist complained of the suppression of his evidence in refutation of the testimony of the plaintiff's witnesses :—That, the keenness of Mr. Collector Gouldsbury's pursuit after shadows, tending even in appearance only, to militate in the slightest degree against your memorialist, may be viewed as an index to the *animus* which has operated against your memorialist in the course of the investigation ;—that, although Mr. Collector Gouldsbury admitted that the complainant had nothing to do with the charge with respect to the *putwarces*, it pleased Mr. Collector Gouldsbury to keep your memoria-

is from the 4th to the 30th December, exposed to all the evils arising out of an unjust suspension, as far at least as the investigation of this charge is concerned, unjustifiably prolonged, according to Mr. Collector Gouldsbury's own shewing;—that, Mr. Collector Gouldsbury's manner of alluding to the former accusations of the plaintiff, Bijue Govind Singh, by the suppression of the intermediate proceedings and their result, was calculated to generate suspicion against your memorialist; and when viewed with reference to the general feature of Mr. Collector Gouldsbury's proceedings, whenever any circumstance beneficial to your memorialist's side of the question, has fallen in his way, it be possible, to pronounce such garbled statement to be purely accidental?—that, Mr. Collector Gouldsbury, in the case of your memorialist introduced the practice alike novel and objectionable with respect to cross-examination, in discussing the end and aim of the questions proposed in the presence and within the hearing of the witnesses before he allowed them to be written down; and in the cross-examination of witnesses a bar was by Mr. Collector Gouldsbury put against your memorialist, in violation of the rules and practice of Courts of Justice all over the civilized world;—that, one of the assistants to his *Mokhtar*, whilst in the act of taking notes, without interfering in the slightest degree either with the Court itself, or with any person unconnected with the Court, was, at the instance of a *Mokhtar*, acting on the part of your memorialist's convicted false accuser, on the plea of his not being your memorialist's constituted attorney, ordered by the Collector to be turned out of Court:—that, Mr. Collector Gouldsbury tolerated a number of voices in the cross-examination of witnesses, in direct infringement of the Regulations; together with numerous other instances;—That, your memorialist prayed that the Sudder Board would be pleased to take the contents of his several petitions, into their serious consideration, and award that full measure of justice for which the extraordinary, unjustifiable treatment his case had experienced from the local authorities of the District, loudly called from the decision of the Board, as the constituted authority under Government to prevent, as well as to correct irregularity and oppression in its subordinate officers placed under their controul, and to operate as a safe guard to the rights and interests of its subjects,—but in vain.

Lastly. That, your memorialist most respectfully craves permission to submit, that the nature of his grievances not

only affect his individual case, but also the rights of a very numerous class of defenceless British subjects, by the appellate authorities not exerting their constitutional power on the representation of palpable injustice, illegality in the proceedings, and dis-qualifying impropriety in the personal conduct of their subordinate public officer, in a case judicially before them ; and begs leave most humbly to solicit that your Lordship will graciously be pleased to grant an enquiry into the proceedings complained of, and the partial and illegal conduct of the local authorities, injustice to the individual case of your much injured memorialist, as well as for the protection of the rights of the public at large : and your memorialist, as in duty bound, will ever pray.

(Signed) A. IMLACH.

Calcutta, 16th February, 1835.

Read a petition, received this day by Dak from Mr. Imlach, Manager of Mahalat Purgunu Huvellee Poorneea, dated the 16th of August, 1833.

Mr. Imlach objects to Mr. Read, the gentleman who is at present in charge of the office of Collector, making certain enquiries into an alleged charge of bribery and combination to ruin the estate entrusted to his management, &c.

1. To this objection it is sufficient to remark that Mr. Gouldsbury has by this time reached Poorneea, and on taking charge the enquiry will devolve upon him, and as he is just arrived, and unacquainted with the parties, Mr. Imlach cannot possibly offer any objections to his making the enquiry.

2. The circumstances alluded to in the petition, have not been reported to me, and the charge of bribery and corruption, as far as regards the proceedings of the Collector, can only be considered as a preliminary enquiry, and not a Judicial trial as before a Court; whenever the case is reported to me such orders will be passed with as little delay as possible according to circumstances, and if necessary a reference made to the Sudder Board of Revenue.

Mr. Imlach is requested to send in his reply to the Collector, and in his capacity of Manager of the estate, to obey all orders issued by that officer, and an appeal* is open to him setting forth any objections he may have to make to the proceedings of the Collector.

The Collector of Poorneea is requested to furnish Mr. Imlach with a copy of this minute in reply to his petition, and enter the accompanying petition with the minute on the record of his proceedings.

Commissioner's office, } (Sd.) E. LEE WARNER,
12th Division, Monghyr, } Commr. of Revenue.
the 20th August, 1833. }

(True Copy)

(Signed) F. READ,
Acting Collector.

* The Manager did appeal, and what was the result? The petition was quietly thrown on the shelf.

To F. GOULDSBURY, Esq.

Collector, Poorneea.

SIR,

In compliance with the orders of the Commissioner of Revenue, dated the 20th August last, I have the honor herewith to submit, in continuation of my reply, under date the 5th September last, to Bijue Govind Singh's petition of the 14th August last, my answer to the late Mr. Officiating Collector Read's report, dated the 16th of August last, connected with the above-mentioned matter.

I have the honor to be,

Sir,

Poorneea, } Your most obedient servant,
23rd October, 1833. } (Sd.) A IMLACH.

To MR. A. IMLACH,

Surburakar.

SIR,

You will receive herewith Extracts (Paragraphs 2d, 3d, 5th, and 7th,) from a letter from the Secretary to the Sudder Board of Revenue, dated the 24th Ultimo, on the subject of the reference made by the late Acting Collector, under date the 16th of August last.

2. Your particular attention is directed to the observations contained in the 5th and 7th paragraphs of the Board's letter, relative to the duties of a *Surburakar*, and you are requested to inform me under what authority, the estates placed under your management, have been farmed out to others, and what securities have been furnished by the Messrs. Palmer in each case.

3. With reference to your letter to me, dated the 23d instant, I beg to return the enclosed copy of your English petition to the Sudder Board, in reply to Mr. Read's report, as it contains much unnecessary detail unconnected with the charge which has been preferred against you, and the subject of Mr. Read's reference has already been disposed of by the Board. The petition is moreover addressed to the superior Authority and not to me.

I am, Sir,

Poorneea, } Your obedient servant,
Collector's Office, } (Sd.) F. GOULDSBURY,
The 25th October, 1833. } *Collector.*

Poorneea, 28th October, 1833.

To F. GOULDSBURY, Esq.

Collector, Poorneea.

SIR,

I have the honor to acknowledge the receipt of your letter, under date the 25th instant, and in compliance with the request contained in the 2d paragraph thereof, I submit for your information, that, long previous to the term of management by a *Surburakar*, the estate of *Huvellée Poorneea*, &c. was farmed out by the proprietors, and that in 1224, *Moolkee*, when the *Surburakar* was appointed, the *Purgunnus Huvellée Poorneea* and *Sreepore*, *Muhallat Khangy* and *Zillah Goraree* were farmed out in *Talooquehs*; and the *Purgunnus* of *Kutteechar*, *Koomareepore*, *Rookunpore*, *Sooltanpore* and *Phutteypore Singen*, and *zillahs Rungapanee*, and *Natpore*, were farmed out separately to different individuals, generally for the term of five years, by the *zameendars*, who made over the estate to the *Surburakar* under those engagements, agreeably to which the *Surburakar* collected the rents. This system of farming out the estate was continued by the *Surburakars* until 1234 *Moolkee*:—in 1235 *Moolkee*, when *Bujlool-Hossain* was Manager, under Mr. Judge Wollen, the *Purgunnus* of *Phutteypore Singen*, *Sooltanpore*, *Sreepore*, *Huvellée Poorneea*, and *Muhallat Khangy* were given in one farm to Messrs. C. and G. Palmer, and altho' *Bijue Govind Singh* represented his objections to these,—the first created *Mootahids*, to the *Sudder Dewanny Adawlut*, the farm was allowed to stand good. That, previous to my farming out the greater part of the estate, the end of 1239 *Moolkee*, the aforesaid *Bijue Govind Singh* again represented his objections to large farms to the *Sudder Dewanny Adawlut*, and was referred to the *Collector* of the *District*; he accordingly presented a *Darkhast** on the subject to the *Collector*, who passed the following order thereon, “that the farming out of the estate rested with the *Surburakar*, with which the *Collector* had no concern,” from which order *Bijue Govind Singh* appealed to the *Commissioner of Revenue*; and as the time of making settlements had arrived and I received no orders from my superior to alter the usual mode, I farmed out the *Purgunnus* that had become *khas* according to the prevailing custom in the estate. The securities of Messrs. C. and G. Palmer in the farm of *Purgunnus Huvellée Sreepore*,

Sooltanpore, Phutteypore *Singera* and *Mahal Khangy* are Shah Hossain Reza and Ahmad Reza, Aga Ahmad Ulee Khan, Mirza Mahumdee, Tezuarain Singh, Talaver Singh, Ramdeal Singh, and Madho Lall, a copy of whose agreement, together with a list of the property pledged, as also their securities for the farm of Natpore, viz. Hur Chunder Rae and Rajah Ram Koonar, copy of agreement and inventory of the property pledged, I submit herewith :—

2. That, the estate of Soorjapore has been farmed out in *Talouques* to *Moostajers* since the perpetual settlement with the landlords, and I have not in any way interfered with the long established system ; and that the estate of Sowa Bumbhag, &c. is partly farmed out and partly *khas*,—being the condition in which it was made over to me by the proprietors.

Lastly. I beg to state that it was an oversight on my part in not mentioning, in my letter of the 23d instant, which accompanied the triplicate of my petition in English to the Sudder Board, in reply to the late Mr. Officiating Collector Read's report of the 16th August last, that I had transmitted the original to be submitted to the Sudder Board ; but, on hearing that the Board had returned the papers in this case to the Commissioner of Revenue, I submitted the duplicate to the last-mentioned authority, and the triplicate I deemed it proper to submit to you, in consequence of the former orders of the Commissioner ; the late Mr. Officiating Collector Read having recorded in his office his public report of neglect of duty, &c. on my part as Manager of the Huvellee, &c. estate, I respectfully entreat that if it be not contrary to the forms of your office, you will permit my reply to be also recorded in justification of my conduct, for which purpose I would willingly re-submit it.

I have the honor to be,

Sir,

Your most obedient servant,

(Signed) A. IMLACH.

MR. A. IMLACH,

Surbarakar, Poorncea.

Sir,

With reference to the latter part of your letter to me of yesterday's date, I beg to state that I must decline receiving the Copy of your English petition to the Sudder Board of Revenue, for the reasons detailed in my letter of the 25th instant.

I take this opportunity of intimating to you that all your Communications to the Collector should be submitted in the usual form of a PETITION and not by LETTER.

Poorneea, Collector's Office, The 29th October, 1833.	}	I am, Sir, Your obedient servant, (Sd.) F. GOULDSBURY, Collector.
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A. IMLACH'S PROTEST.

To F. GOULDSBURY, Esq.

Collector, Poorneea.

The humble petition of Alexander Imlach, Manager, (under Suspension) of Muhallat Purgunus Huvellee Poorneea, &c.

SH EWETH,

That, your Petitioner, compelled by circumstances attendant upon the nature of the investigation, in every respect insufficient for the attainment of the ends of public justice, extremely injurious at the same time to the case of your Petitioner in particular, has appealed against the grounds of your recommendation, and the Commissioner's order for your Petitioner's suspension, to the Sudder Board; and has, moreover, urging his often-repeated prayer for a full independent judicial investigation, protested against this Court's proceeding any further in his case: your Petitioner therefore prays that this his petition be received and filed as his protest, and dealt with as to this court may seem meet: and your Petitioner as in duty bound will ever pray.

Poorneea, 9th, December, 1833.

A. IMLACH.

The object of this petition does not clearly appear if Mr. Imlach is (as his petition implies) dissatisfied with the manner in which the investigation is conducted, he is at liberty to appeal to the superior Revenue Authorities; who will pass whatever orders they may deem proper on the subject.

ORDERED THEREFORE

That these petitions (in English and Persian) be returned to the Petitioner.

Poorneea, 11th December, 1833.	}	F. GOULDSBURY, Collector.
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To J. P. WARD, Esq.

To Sudder Board, 17th }
Dec. 1833, no. 380 }

Officiating Commissioner
of Revenue, 12th December,
Moonghyr.

SIR,

With reference to your predecessor's letter, dated the 22d October last, No. 1230, and the enclosed copy of the Sudder Board's letter, dated the 24th September last, I beg to submit here with such information as I have been able to obtain on the several points noticed in the 7th, 8th, and 9th, paragraphs of the Sudder Board's letter.

2. I have deemed it unnecessary to defer submitting this report until the enquiry into the charges, preferred against Mr. Imlach, shall be concluded, as the investigation is likely to occupy sometime longer owing to the number of witnesses to be examined, and the difficulty in collecting them.*

3. With reference to the 7th paragraph of the Sudder Board's letter, I called upon Mr. Imlach to explain under what authority the estates, placed under his management, were let out in farm, and from his reply it appears, that long previous to the attachment of the estate it was customary for the proprietors to let it out in farm; that, in 1224 when the first *Surburakar* was appointed, the *Purgunus* of Huvellee Poorneea and Sreepore Mohullat Khangy and zillah Goraree, were farmed out in *tullooques*, and the *Purgunus* of Kuttehar Koomaripore, Rookoondpore, Sooltanpore, and Phutteypore Singeea, with zillahs Rangupanees and Nauthpore were farmed out separately to different individuals, generally for the term of five years, in which state the property was made over by the *Sumitdars* to the *Surburakar* who merely received the rents from the farmers. That, this system of farming out the estate was pursued by each succeeding Manager up to the present time; that, previous to Mr. Imlach's farming out the greater part of the estate at the end of 1239 Moolkee, Bijue Govind Singh, the proprietor of an 8-anna share, petitioned the Court of Sudder Dewanny Adawlut, objecting to the grant of such extensive

* The following day the evidence for the prosecution was closed!!! and Mr. Collector Gouldsbury has confessed the illegality in his proceedings by recording that the complainant had nothing to do with the charge regarding the *Putnaries*,—altho' it suited his views at the time to proceed into investigation of this irrelevant matter, principally by proxy, i. e. by deputing at one time his *Srikumar*—... another, his Head-assistant, Mr. F. E. Read, to carry on the *faux*.

farms to the Messrs. Palmer, and was referred by that Court to the then Collector of the District, who informed him that the farming out of the estate rested with the *Surburakar*, and that he could not interfere. Mr. Imlach further states that as he received no instructions to the contrary from his superior, he farmed out the estate according to the prevailing custom.

4. With regard to the observations in the 8th paragraph of the Board's letter, I beg to state that it appears to me very doubtful whether, in the event of the estate being (according to the construction which the Board puts upon the Attachment Regulations) administered by the *Surburakar* without the intervention of any middlemen between himself and the *ryots*, it would be possible for any *single* individual to exercise "due care and management" over such extensive estates as are placed under the charge of Mr. Imlach, comprizing upwards of ONE-THIRD of the District, and when, as in the present case, the estates are let out in farm, I confess I cannot discover what duties remain to be exercised by a *Surburakar* as the revenue could just as easily be paid by the farmers direct into the Collector's treasury, as through the medium of a Manager receiving a salary of 700 rupees per month, and keeping up an expensive establishment. I may add that the whole of the property is now under my management in consequence of the suspension of Mr. Imlach, pending the enquiry, and that I do not anticipate that any difficulty will be experienced from the want of a *Surburakar*.*

5. Mr. Imlach was appointed Manager of the Huvellee estate in the year 1829, by Mr. Lewis the Collector, on a salary of 700 rupees per month, he afterwards obtained the charge of *Purgunu* Soorjahpoor from Mr. Lewis on a salary of 500 rupees per month, and at a latter period he was placed in charge of a third estate with a salary of 100 rupees monthly, giving him altogether 1,300 rupees per month, and the controul over an extent of country which it is quite impossible he could manage with due care and vigilance. I submit herewith copies of the security tendered by Mr. Imlach in each case for the inspection of the Sudder Board.

6. As directed in the 9th paragraph of the Board's letter, I submit statements in original, furnished by the Messrs.

* See Mr. Collector's letter to the Board of the 22d and 29th September, 1834.

Palmer* of the several farms held by them in this and in other districts, with a specification of the Sudder and farming *Jumma* and a narrative of each case as regards the acquisition of the farm, also the nature of the under tenures, alluded to by the Board; copies of the securities furnished by the Messrs. Palmer for the farms held by them under the *Surburakar*, are likewise forwarded herewith. I have instituted an enquiry regarding the remission of revenue claimed by the Messrs. Palmer, but the question has not yet been decided.

Poorneea, Collector's Office, } I have, &c.

The 3d December, 1833. } (Sd.) F. GOULDSBURY,

Collector.

(No. 1269.)

TO THE SUDDER BOARD OF REVENUE,
Fort William.

GENTLEMEN,

With reference to the orders contained in your Secretary's letter of the 24th September, paragraph 7th and 8th on certain points connected with the management of the extensive estates placed under the controul of Mr. Imlach, under the rules of Regulation V. of 1827. I have now the honor to transmit to you in original a letter from the Collector of Poorneea, furnishing this information.

2. Regarding the query asked as to the authority by which the farms of the estates, placed under the controul of the *Surburakar*, were granted, the Collector reports that it has been the practice for the *Surburakar* to grant leases on his own authority.

3. With reference to the observations of the Collector, contained in the 4th paragraph of his report, I must express my concurrence in the opinion given, that the estates at present under the charge of Mr. Imlach, are far too extensive to be managed efficiently, if the collections were required

* These statements are dated the 2nd, and the following day—the 3rd December—Mr. Collector Gouldsbury communicates his sentiments to the Officiating Commissioner. At this time the Collector and Mr. George Palmer were bosom friends. The landau or coach of the latter was at the door of the former almost every evening this month.

to be conducted in the manner which your Board appear to think, they ought to be under the rules of Regulation V. of 1827, and on the other hand that if the farming system was allowed, the service of a Surburakar would then become unnecessary. In regard to the security given by Mr. Itilach, there is no reason to question the adequacy of this to cover all risk.

4. For the information called for in the 9th paragraph of your orders, the Collector refers to a statement which he transmits containing a particular report of the farms held by the Messrs Palmer and of the tenures obtaining under the farmers. I am not aware that the information supplied in this paper calls for any remarks from me.

I request that the original papers, when no longer required, may be returned to this office.

Commissioner's office,
12th Division, Monghyr,
The 17th December, 1833. }

I have, &c.
(Sd.) I. P. WARD,
Offg. Commr. of Revenue.

TO OFFICIATING COMMISSIONER OF BHAUGULPORE.

SIR,

The Sudder Board of Revenue having had before them your predecessor's letter of the 17th of December last, with its enclosures, direct me to communicate as follows :—

2. The Board consider the system of administering attached estates, which appears to have long prevailed in *sillah Poornee*, to be open to the most serious objections,* and therefore to demand the earliest change that can be brought about without confusion or unnecessary injury to those interests which are involved in an existing state of things, for which many of the parties concerned are in no wise responsible.

3. The Sudder Board are entirely of opinion as expressed in my letter of the 24th of September last, that when a *Surburakar* is appointed by the Revenue Authorities under the order of the Courts of Law, it is his duty to administer the estate entrusted to his charge in the same manner as it would be done by an active and intelligent proprietor, drawing his rents as nearly as the customs and institutions of the people will permit, from the class who raise the crops from which such rents result since it is manifest, (as no man undertakes such business except with a view to profit) that every middleman interposed between the Manager and the first rent-payer must live upon the income properly belonging to the *Zumindar*. The Board have stated that a *Surburakar* should conduct himself as "an active and intelligent proprietor," because they observe from the Collector's letter of the 3rd December that Mr. Imlach justifies his leases of the estate on the grounds of the former custom of the *Zumindars*, as well as of previous *Surburaks*. But it ought to have occurred to Mr. Imlach that an officer is not selected to manage an extensive and most valuable property with a handsome salary for his trouble, in order that he may imitate the self-indulgent and injudicious administration of their landed property which too many *Hindoo Zumindars* give into most frequently to their ruin; and that if he had exerted himself to earn his salary as the *Messrs. Palmer* were willing to do for their own profit, he might not only have gained for the

* This system prevails generally throughout the jurisdiction of the Sudder Board of Revenue, and is sanctioned by the Board in administering the estates of minors.

Zumindars whom he represented the difference which those gentlemen calculated upon in undertaking the farm, or which they have realized, that by collecting the rents more immediately from the *ryots* than the Messrs. Palmer have been able to do (in consequence, it would appear of the enormous farms which they hold in other quarters) would have added to the income of the proprietors a considerable part of the profits now enjoyed by the *Moostajers* and *Dur-mos-tajers*. It is true that Mr. Imlach has incapacitated himself for the proper discharge of his duty to the *Zumindars* of *Purgum* Huvellee, &c. by undertaking other charges of a similar nature far too extensive to be executed by any individual who does not render his office a sinecure by letting out the estate committed to his hands, but the extent of such abuse cannot constitute their justification, and it is incumbent upon the Revenue Authorities to protect alike the proprietors of attached estate, and the actual rent payers, (who must inevitably be exposed to the most grievous extortion by the system of sub-letting,) by providing that they be not entrusted to the management of any person incompetent from whatever cause, to administer them to the best possible advantage*.

4. I have been instructed by the Board to furnish you with the above exposition of their general sentiments, in order that in communication with Mr. Gouldsbury you may favour them at your earliest convenience, with your opinion in regard to the steps proper to be taken to replace matters in *zillah Poorneea* upon a more healthy footing. They are decidedly of opinion that any large estate is as much as any *Surburakar* can properly superintend; that no *Surburakar* should be entrusted with the management of larger than he can administer without recourse to sub-letting; that all leases which have been granted by a *Surburakar* without due authority should be revoked with the least unobjectionable delay;† that all tenures, created by farmers holding under such cases, should fall with the lease. The *Surburakar* should receive such a salary with due advertence to the extent of the property committed to his care, as shall

* Still in full operation throughout *Poorneea* compare this letter with the preamble to Reg. VI. of 1822, wherein it appears that the Revenue Authorities applied to, and obtained the authority of Government to substitute the system of farming in all ordinary cases.

† See para. 1d.

be a sufficient remuneration for all the time and labor which the proper management of the property may demand, and with an adequate establishment he should find, if competent for the task, no difficulty in collecting the rents from those who grow the crops without the intervention of middlemen of any description, excepting of course those who have permanent tenures of that nature, if any such exist upon the property.* The *Surburakar* in short should act exactly in the same capacity and in the same manner as the land steward of a large proprietor in Europe. Perhaps local circumstances may render the retention of the *Dur-moostajers* indispensable, and the Board refer the matter to your judgment after consulting Mr. Gouldsbury. The Board rely with confidence upon that officer's best exertions to enforce the full and efficient discharge of his duty by the *Surburakar* of *Parguna* Huvellee, &c. as well as on the part of those officers who may be appointed to superintend the other *Mehals* in his district which are in alike predicament,† both for the protection of the actual cultivators, and to secure to the *Zemindars* the full amount of the rental which under the existing system the *Dur-moostajers* pay to their immediate superiors on the scale, or if it be found not to be unjust to get rid of the former class the net *mosussil jumma* of the estate. The *Surburakar*, who cannot realize such a rent with the aid of a sufficient establishment, should be considered incompetent for the post;‡ and the recent enquiries must have furnished the Collector with the best possible data for an estimate of the proper rent which the several *Mehals* should pay.

Sudder Board of Revenue, } I have, &c.
Fort William, } (Sd.) R. D. MANGLES,
The 21st February, 1834. } Acting Secretary.

P. S. The original papers received are returned.
Sudder Board of Revenue, }
Fort William, } (Sd.) R. D. MANGLES,
The 22nd March, 1834. } Acting Secretary.
(True Copies)
(Sd.) W. PETERS,
Un-Assistant Secretary.

* Where is this done within the Bengal Presidency?

† All are conducted on the same system!!

‡ According to this, all are incompetent to this day.

The 4th paragraph of Mr. Imlach's letter to Mr. Collector Gouldsbury, dated the 29th March, 1834, is here inserted, the remainder being quoted in his memorial of the 26th January, 1835.

4. With regard to the 3rd paragraph of the Sudder Board's letter of the 21st February last, I crave leave to submit, that the system of letting out *Purgunus* to one farmer was not only adopted by the *Zumindars* and my predecessors, but in 1231-32 *Moolkee*, with the sanction of the Sudder Board in their capacity of Court of Wards likewise, and only followed by me with the knowledge of my superior; moreover, extensive farmers were upheld by my late superior, Mr. Officiating Collector Read, who in the recent instance of creating *Mootahids*, over the heads of *Moostajers* to whom the estate, with the exception of a few villages, was previously farmed by the Proprietress in *Purgunu Tajpore* obtained the sanction of the Sudder Board. Under these circumstances I feel not a little aggrieved to be exclusively blamed for tolerating the system. I look up to you as my immediate superior to lay before the Sudder Board,* thro' the Commissioner of Revenue, the actual circumstances of the case, which I hope will remove the unfavourable impression that has by some means been excited in the minds of the members to my prejudice.

TO C. W. STEER, Esq.

Officiating Commissioner of Revenue,
12th Division, Monghyr.

SIR,

I have the honor to acknowledge the receipt of your letter, dated the 21st instant, giving cover to a copy of a letter from the Secretary to the Sudder Board of Revenue, dated 21st ultimo, relative to the system which has hitherto prevailed in this district of administering estates under attachment by order of the Courts of Justice, particularly with reference to the estate of *Purgunu Huvallee Poornee*† under the management of Mr. Imlach.

* Did Mr. Collector Gouldsbury do this?

† This system of administering estates under attachment prevails generally throughout the jurisdiction of the Sudder Board of Revenue; but the enquiry and putting matters on a more healthy footing, have been limited to *Poornee*.

2. From the experience which I have had of the pernicious effects in this district of the system hitherto adopted by the *Surburakars* of letting out these estates in farm to the highest bidder, I can most fully concur in the sentiments expressed by the Board on the subject, and, I attribute to this cause* chiefly the great distress now prevalent among the agricultural classes on all the estates in this district in which this most destructive system of management has been adopted.

3. The situation of *Surburakar* has hitherto been almost a sinecure, this officer seems to have considered that the important interests committed to his charge were best consulted by his squeezing every possible rupee out of the estate, and naturally adopted the system of farming it out to the highest bidder as the most ready means of effecting this object and at the same time saving himself from all further trouble in collecting the rents. The persons who took these farms from the *Surburakar* with a view solely to their own profit, underlet them to others at an enhanced rent, and the whole burthen was borne by the unfortunate cultivators of the soil, who under such a system were subject to the greatest oppression † and extortion.

4. The best proof of the pernicious effects of this system is the present state of the *Purgunus* of the *Huvelled estate* now held in farm by the Messrs. Palmer, who so far from realizing any profit now find that they cannot collect from their tenantry above 14 annas in the rupees of the *jumma* which they stipulated to pay to the *Surburakar*; they now find that owing to the exactions‡ under which the tenantry have laboured for many years,§ they can no longer afford to pay the exorbitant demands against them, and the readiness with which the Messrs. Palmer have agreed to give up their farms affords the strongest evidence of the truth of their assertion that they are losers by the transaction.

* See paragraphs 3 and 4 of Mr. Officiating Commissioner Steer's letter of the 1st April, 1834.

† What was the Magistrate about?

‡ Why were not the regulations enforced by the local authorities when in possession of such information?

§ Who held the farm for many years? Mr. Collector Gouldsbury asserts Messrs. C. & G. Palmer did.

5. It now remains for the Revenue Authorities to endeavour to put matters on a more healthy footing for the future, and the first thing to be done must be to revoke the whole of the farms granted by the *Surburakar* which may be done at the expiration of the present year without subjecting the farmers to any serious injury, indeed I am persuaded that many of them will rejoice at being released from engagements which they now find themselves unable to fulfil, all intermediate grades of tenant which have been created by these farmers between themselves and the *ryots* must of course cease, and the *Surburakar* will have to collect the rents in most instances from the actual cultivators of the soil, the retention of the *Dur-moostajers* may be desirable in some cases but as a general measure I think it would be objectionable.*

6. The Board have given it as their decided opinion that one large estate is as much as any *Surburakar* can properly superintend,† and as Mr. Imlach at present administers no less than three (two of them very extensive) it will be necessary for him to divest himself of the management of two of them, to enable him to exercise an efficient administration over one. The circumstances which have been brought to light during the investigation of the charges; lately preferred against Mr. Imlach, render it, in my opinion, on every account objectionable that he should retain the management of the Huxellie estate in direct opposition to the wishes of at least one of the proprietors, and the only one of them of an age to be capable of judging rightly how his interests have been affected by the injudicious management of the *Surburakar*‡.

7. I would propose therefore to allow Mr. Imlach to retain the management of the Soorjapore estate, which is suf-

* See Mr. Collector Gouldsbury's letter of the 10th May, 1824, para. 3.

† By the rules of the service one covenanted individual is competent to perform the duties of Magistrate and Collector in a District about 80 miles square, besides those of Deputy Post Master, Deputy Opium Agent, Paymaster of Pensions, Superintendent of Roads, Builder of Bridges, Officer of Tanks, substitute for a Magistrate on certain occasions, President of Courts of Enquiry, Supervisor of estates under Attachment Agent for the Court of Wards, &c. &c. &c.

‡ See paragraph 32 of the Manager's memorial, dated 28th January 1825.

ficiently large to occupy his whole time and attention, and the proprietors of which have not objected to his management;—the salary which he receives from the assets of that property viz, 500 rupees per month, is not more than sufficient remuneration for the time and labour which the proper management of the property will demand.

8. The Huvellee estate being of *immense extent*, comprising no less than seven *Purgunahs* would require the appointment of a person as Manager *well acquainted with the property and its resources, and in every way qualified by his knowledge of the languages, his acquaintance with zemindary accounts, and tho' last not least, his upright conduct for the task, and I must confess that I cannot point out a person better qualified for the office in every respect than either of the Messrs. Palmer; they have hitherto been the actual Managers of the property, having held the farm of nearly the whole estate since the first appointment* of a Surburakar, they must therefore of necessity be better acquainted with its resources than any other person could be.†* They are both well versed in the languages and from the number of farms which they have held under their management in this and other districts, *they must be thoroughly acquainted with the mode of administering an estate to the best advantage.* I may add, that as far as I am able to judge, they appear to have been good Managers and kind towards their tenantry,‡ I would therefore in the event of the Sudder Board of Revenue considering it advisable to deprive Mr. Imlach of the management of the Huvellee estate, *propose the appointment of either Mr. George Palmer or Mr. Charles Palmer as his successor, and I do so with the utmost reliance on their integrity and competency for the task.* I must not omit to mention that as neither of these gentlemen have applied to me for the situation, I am unable to state whether they would accept of it, but I cannot make an offer of it until the proposition receives the sanction of the superior Revenue Authorities.

* Only since 1235, *Moolkes* !!!

† These circumstances, are rather against the question of remission.

‡ Who committed the "oppression and exactions?".

9. The salary at present drawn by the *Surburakar* of *Purgunus Huvellee, &c.* is 700 rupees per month, a large sum certainly for the trifling services which have been performed by Mr. Imlach, but not too much for a person devoting as much of his time and labour as the proper management of the estate would demand; I would not therefore recommend any reduction in the amount of the *Surburakar's* allowance for the management of this estate. The mode of remuneration might however be changed to that of a per centage on the rent collected, which would create a stimulus to exertion; this remark is also applicable to the *Soorjapore* estate and others similarly situated.

10. The Messrs. Palmer have, as I have already stated, signified their willingness to give up the farms, and should of course be required to pay up whatever balance may be justly due by them on that account before either of them could be permitted to become the *Surburakar*.* It is obvious, that this change in the system of management would cause the least possible confusion, as the Messrs. Palmer would still continue to collect the rents as heretofore (with the exception of their collecting more immediately from the *ryuts* than they had hitherto done,) whereas, were the management entrusted to any person, not acquainted with the internal arrangement of the *Mehals*, which appears to be the case with Mr. Imlach) such a measure would occasion great confusion among all classes on the estate and an infinity of trouble to the *Surburakar*.†

11. I do not consider it necessary to detain this report until I can learn the sentiments of the other lease-holders, as I do not anticipate that any valid objection will be made against the revocation of such leases, and it is desirable that I should receive the instructions of the superior Authorities with the least possible delay to enable me to carry the new system into effect from the commencement of the ensuing Bengal year‡ I propose with your sanction to issue a notice to all those holding leases under a *Surburakar*, to inform them that they must be prepared to give up their farms at the expiration of this year, and before that time I hope to be fa-

* Why was Mr. Perry permitted to become the *Surburakar* without this preliminary measure being enforced?

† Very considerate!

‡ Why has it not been done?

vored with instructions regarding the measures to be adopted in future. If you agree with me regarding the arrangements now proposed, they can be entered upon at once as a temporary measure, until we can procure the sentiments of the Sudder Board on the subject, and this would prevent the inconvenience to be apprehended from delay in receiving a reply from the Board.

12. With regard to the third estate, now under Mr. Imlach's management, there will be no difficulty in selecting a person properly qualified for the office of Manager as the property is small.

Poorneen,
Collector's Office,
The 26th March, 1831.

I have, &c.
(Sd.) F. GOULDSBURY,
Collector.
(True Copy.)
(Sd.) C. W. STEER,
Offg. Comr. of Rev.

TO THE ACTING SECRETARY TO THE SUDDER BOARD OF
REVENUE,

SIR, Fort William.

Mr. Gouldsbury having favored me with his sentiments on the subject of your letter of the 21st February last, I forward it for the consideration of the Sudder Board, at the same time communicating my own, on the several points noticed by the Board.

2. Mr. Gouldsbury in his 2nd paragraph attributes the great distress now prevailing among the agricultural classes of these estates chiefly to the pernicious effects of the system hitherto adopted by the Surburakar of letting them out in farm to the highest bidders.

3. Mr. Gouldsbury in recommending the application of the farmers Messrs. Palmer stated his opinion, that they were entitled to a remission of rent in consequence of the general failure of crops for these past two seasons, and the consequent impoverishment of the ryots, and the same reason he adduced for the increase of crime in his district in his late reports as Magistrate.

4. So that the distress at present said to exist among the cultivating classes in Poorneen, is not altogether to be attributed to the ill-effects of the farming plans*.

* We have yet to learn how the system of letting estates out in farms is attended with a general failure of crops.

5. It is a custom that the landholders are generally compelled to resort to, to meet the unvarying, inexorable demands of the state. The Government demand sticks to the estate under all circumstances of calamity of season, accident, and losses of every kind. No matter what causes have arisen to prevent the owner of the soil realizing his rents from the under-tenantry and cultivators; his payment to the state must be made, else the estate goes to the hammer, and out of his possession.

6. It is to secure himself from such a risk and responsibility, and to enable him to meet the monthly demands of the state with the rigid punctuality required, that the owner lets the lands out in farm under sufficient security for the due payments of the rents.

7. It is this farming system that prevents the large unwieldy, unmanageable estates of Poorneea from falling into arrears of Government Revenue. There are some estates in this district, which pay a *Sudder jumma* of 3, 2, and 1 lac of rupees, and the balances, at the close of the year, are very trifling and easily realized.

8. The *Surburakar* has but followed what has been the custom of the owners of the soil themselves, and such as he considered secured them most effectually from eventual losses.

9. No doubt where the system of sub-letting is very prevalent and induces too strong a competition, it is bad, as exposing the under-tenantry to rack-rent and the cultivators to grievous exactions; but from what I have learnt, I do not believe it has as yet been carried to that excess in these estates though it may in others; and I judge this from the fact that the rents are easily collected and the Government Revenue punctually discharged.

10. The Board is of opinion that a *Surburakar* should administer the estate entrusted to his management in the same manner as it would be done by "an active and intelligent proprietor." I would ask, where is a proprietor of this description to be found? Is not the leasing system almost general over the lower and these Provinces? and I have stated why a proprietor in the sense, the Board means, is seldom to be found.

11. The Board remarks, "It is manifest that every middleman interposed between the Manager and the first

rent-payer must live upon the income properly belonging to the *Zamindar* ; I admit this, but what difference does it make as affecting the interest of the actual cultivator, the persons whose interests are most to be considered as on their condition the value of an estate depends, for if every part of this income is derived by, and goes into the coffers of, the proprietor, the lower classes are not benefited by the change of management, by paying the full cesses to one party instead of to another.

12. Next, the Board observes as, to the "self-indulgent and injudicious administration" on the part of *Surburakar*, I shall here remark that in the present state of our Revenue administration where the laws are so notoriously ineffective* to secure to the Government contractors the certain and speedy realization of their rents, whereby they are alone capable of satisfying the Government demand ; the system pursued by them may in its true sense be considered "self-indulgent," for it is the only plan by which they can secure their own interests from jeopardy, and is "judicious" as absolving them from the grievous liabilities or failure of satisfying the Government demand, inevitably imposed.

13. In respect to the passage (" who must inevitably be exposed to the most grievous extortion by the system of subletting &c. &c.,") I can only observe that the *Surburakar*, should inquire into these matters if existing, and endeavour by his own authority to redress them, if unable to do so, a representation to the Collector doubtless would effect it, at any rate, by bringing them to notice, proper measures would be taken either by the Revenue Authorities or through the channel of the Civil Court to protect the *ryots* from oppression.

14. Referring to the 4th paragraph ; I am of opinion Mr. Lmlach may be retained as *Surburakar* over the largest estate, and others appointed over the remaining.

15. The Collector to report how many would be necessary in respect to the extent of each estate, its gross assets, and Sudder *jumma*.

16. Probably no separate *Surburakar* would be necessary, as should the present farming leases of Messrs. Pal-

* By the last Quarterly Report of this District, there were upwards of 1,700 summary suits pending before the Collectors, no doubt, an equal number or greater were held back by the despair of having them brought even to a hearing.

mer be cancelled on the expiration of the present era. 1241, the *Dur-moostajer** *may be maintained which I strongly advocate*; and the *Moostajer* might pay their rents direct into the Collector's treasury giving security for the due fulfilment of their engagements.

17. To induce them to retain their farms, some small remission of rent must be granted to each, and, if what is stated of the distresses of the cultivating classes is true, the necessity of this is apparent, both as regards the interests of the proprietors, and as tending to the success of the *niensure*.

18. Mr. Imfach should be retained as general superintendent, or Supervisor, to see that no under-tenant or *ryut*, is rack-rented or harassed, and that the proprietors get their full value from their estates.

19. As to that part of the 4th paragraph, where it is observed that no difficulty could be found in collecting the rents from those who grow the crops, "*I feel confident to do this, would involve so large and expensive an establishment, and place the assets in such a precarious uncertain state, that I cannot venture to recommend it, the expenses would more than counter balance the gains, likely to be acquired by the experiment, and if I miscalculate not, would absorb all or nearly all the surplus profits now realized to the landholders by the present farming leases.*"†

20. To compare a large *zumindary* in this country with an extensive manor in England is quite out of the question. The tenures are different of all the classes of holders, and the power of a landlord in the one is at least ten times greater than the other.

21. I have thought it in the present stage of the proceedings best to submit at once Mr. Gouldsbury's letter and my own without making any further reference to that gentleman on the subject, that the Board may decide to which opinion they feel inclined to give their support.

22. I disagree entirely with Mr. Gouldsbury in the propriety of entrusting the Messrs. Palmer with the management of any part of the property as *Surburakar*, and would the rather retain their leases to the expiration of them on granting them the remission of rent they have asked for, the under tenantry and *ayuts* being secured in proportionate reductions in their payments.

* This has been adopted.

† See the preamble to Reg. VI. of 1822.

23. But as I have before stated, *the most eligible plan in my opinion is to retain the Dhondstajers' * leases on a remission to the holders of them, and the under-tenants, and they paying their rents direct to the Collector's treasury, the services of Mr. Imlach being retained as general superintendent.*

24. The losses, the Messrs. Palmer are said to have sustained, can by no means be attributed to Mr. Imlach, they only shew that the farmers miscalculated their eventual gains and by too eager a competition made an improvident bargain. *The charges preferred by Raja Bijue Govind Singh at the instigation of these farmers against Mr. Imlach, have been dismissed, as entirely destitute of proof, and this is, in my opinion one out of many other reasons, why the Messrs. Palmers should not be entrusted with the management of any part of the estate.*

25. For the reasons stated in the 11th paragraph of Mr. Gouldsbury's letter, I request to be favored with the Board's orders as early as practicable.

26. I forward for the Board's observation copies of the correspondence that has passed between Mr. Gouldsbury and myself on the subject of these estates, and shall await the Board's instructions, before I make any further communications to that gentleman.

Commissioner's office,
12th Division, Monghyr,
The 1st April, 1834.

I am, Sir,
Your obedient servant,
(Sd.) C. W. STEER,
Offg. Commr. of Revenue.

TO THE OFFICIATING COMMISSIONER OF REVENUE.

12th Division, of Bhaugulpore.

SIR,

I am directed to acknowledge the receipt of your letter, dated the 1st April, forwarding a copy of Correspondence with the Collector of Poorneea on the subject of the farm of the Huvellee Poorneea estate which the Messrs. Palmer hold from Mr. Imlach the *Sarburakar* of this *xumindary*.

2. The Sudder Board have before communicated their view of the perniciousness of creating so many interests between the *ryuts* and the landlord as appear to subsist

* They have been retained.

under the system of *Surburakar* management, obtaining in the Poorneea District,* and they have nothing to add to the definition of the duties of this office contained in their officiating Secretary's letter of the 21st of February last, except to observe that it is no justification of Mr. Imlach's contract with the Messrs. Palmer to refer to the customs of the *sumindars*, they may let their estate if they like that mode of collecting their Revenue; but Mr. Imlach as stipendiary *Surburakar*, standing in the relation of a public servant, and supposed therefore to be in possession of the necessary qualifications for the employment he has undertaken, cannot with any more propriety farm out his trust to another than the Commissioner or the Collector can depute their respective official duties to any irresponsible agent who might consent to perform them.†

3. The Board notice with satisfaction, that the local authorities are aware of the serious evil of sub-letting carried to the extent which prevails in Poorneea; yet you ask in the 11th paragraph of your letter "what difference does it make, as affecting the interests of the actual cultivators; the persons whose interests are most to be considered, as on their condition the value of an estate depends, for if every part of this income is derived by, and goes into the coffers of, the proprietor, the lower classes are not benefited by the change of management by paying the full *cesses* to one party instead of to another"?

4. Admitting that the *ryots* have no specific share in what is saved by a *sumindar's* economical and provident administration of his estate, and that their quota of the produce of the agricultural labour remains the same whether the landlord's portion is collected directly by himself, by a steward, or by farmers and sub-delegations of farmers, it must be obvious that the more the intermediate agencies are multiplied, each exacting from his next inferior, the more he can induce him to pay, the more distressing will be the condition

* The system generally obtains throughout the Bengal Presidency and is even adopted by the Board in their own management of estates belonging to minors. See the Board's sanction of the contract with these very Messrs. Palmer for the farm of Tajpore estate, in the District of Poorneea, dated 19th March, 1833.

† See Reg. VI. of 1822, The Sudder Board of Revenue and Mr. Collector Gouldsbury seem to have forgotten the estates of Soorjapore Badoor, Tajpore, and Sowa Bhubhag, in which four estates the pernicious system is still in full operation; and the Managers of Soorjapore (Mr. B. R. Perry,) Badoor and Sowa Bhubhag are stipendiaries also.

of the last, who are the real industrious class, when a misfortune of season arises, then the cultivator fails in his accustomed crop. He cannot satisfy the *Dur-moostajers* immediately above him in the scale of extortioners, the *Dur-moostajer* is pressed by the *Moostajer*, the *Moostajer* by the contractor or *Mootahid*, the *Mootahid* by the *Zumindar*; and the latter, who ought to be the administrator of relief by his temporary moderation or by granting advances to replace cattle or purchase seed, finds that he has no surplus of former seasons wherewith he can even support the Government tax and his own expenditure, while he abates his rents, and that what would have been the surplus of good seasons under a more frugal system has been consumed in the wasting journey that the landlord's share of the produce has had to sustain through the hands of the many parties above enumerated. If a second failure of cultivation follow before the *ryuts* have recovered from the first calamity, such for instance as it is said has actually occurred in Poorneca in 1239 and 1240, it is not surprising to hear of extensive depopulation, and the emigration of families from their *jotes* and villages to the *Morung* or any where to escape from the desperation of these circumstances. A succession of bad harvests will bring an estate, so managed, quicker to public sale than any process can be readily devised.*

5. The Board concur in the arrangement proposed by Mr. Gouldsbury with the exception of appointing either of the *Messrs. Palmer* to the office of *Surburakar* of *Huvillee Poorneca*. Both Mr. Inlach and the above individuals should be removed as quickly as possible from all connection with this estate. It is far too extensive a concern for the former to superintend with advantage to the proprietors, and the Board desire that he may be restricted to the charge of Soorjapore which is sufficient to engage the whole of his attention and yields him a salary of 500 Rs. per mensem. A competent person must be immediately selected by the Collector for his successor.† The best way of disposing of the lease to the *Messrs. Palmer*, will be

* Have the Board submitted to Government the absolute necessity of forthwith cancelling Reg. VI. of 1822, which legalized farms previously granted; and authorized the farming out of estates belonging to minors, on the representations of the Revenue authorities?

† Six Managers were appointed as his successors.

to cancel it from the end of the year 1240, and to make them whatever remission shall appear to be unavoidable as a measure of justice to them, and not obnoxious to any valid objection on the part of the proprietors. The collections in future must be provided for either by direct payment into the Collector's treasury from the occupant *Dur-moostajers*, if it shall seem advisable to retain them on the *jumma-bundee*, or by such other arrangement as the new *Surburakar* may adopt with the sanction of the Collector. As you and that officer are agreed that some remission of rent must be made, the Board rely on your making your relaxation of the *Zumindar's* demand in such way that it shall assuredly give to the *ryots* his just proportion of that remission for as above indicated, he is the party most deserving of indulgence and whom it most concerns the permanent interests of the Proprietor and the benefit of the estate which should be inseparable to nourish and protect.

Fort William, } I have. &c.
Sudder Board of Revenue, } (Sd.) G. A. BUSHBY,
The 15th April, 1834. } *Secretary.*

(True Copies)

Sudder Revenue Board, }
Fort William. }

(Sd.) W. PETERS,
Un-Assistant Secretary.

TO F. GOULDSBURY, Esq.

SIR,

Collector of Poorneea.

With reference to instructions received from the Sudder Board on the subject, you will be pleased to proceed to adopt measures to relieve Mr. Imlach of the charge of *Surburakar* of the Huvellee estate, retaining his service as Manager only of the estate named Soorjapore on a monthly salary of 500 rupees.

2. It is not considered expedient to appoint either of the Messrs. Palmer to the office of *Surburakar* of any part of those estates. On the relinquishment of their leases, the application of these gentlemen for a remission of a part of their farming rents will meet with the consideration that in justice is due to them, the proprietors of the estate, and those whose interests the reduction is intended most immediately to affect and advantage, viz; *the actual cultivators* of the soil.

3. You will proceed to make such arrangement that the collections from these estates may be made by direct payment into the collector's treasury either from the occupants *Dur-moostajers*, if it shall seem advisable to retain them, or by such other arrangements as will ensure relief to the *ryuts* from the exactions, the system of sub-letting has subjected them to, as well as increase the profits of the *Zumindars*.

4. In those estates the farming leases of which have expired, you will of course immediately collect the rents *khass* and appoint a Manager or *Tuseeldar* with responsible security for the purpose. It may not be advisable to cancel those leases whose period have yet to run during the current year; but in the mean time you will prepare your plan to be ready to take charge of the whole of the estates from the commencement of the ensuing year by collecting from and receiving the rents of the cultivators direct into your treasury, or as may be found most expedient and advisable by retaining the leases of the *Dur-moostajers*, should their demands on the *ryuts* be found not to be exorbitant or on an average not exceeding the established or customary rates of the country.

Poorneea, }
30th April, 1834. }

I am, &c.
(Sd.) C. W. STEER,
Offg. Commr.

To C. W. STEER, Esq.

Officiating Commissioner of Revenue,
12th Division, Monghyr.

SIR,

Having completed the arrangements for the future management of the state of Huvellee Poorneea, &c. I have the honour to submit herewith for your information copy of my Persian proceedings, containing the instructions which have been issued for the conduct of the several *Surburakars* who have under the sanction conveyed in your letter, under date the 2d instant, been appointed for each *Purgunu*.

2. I anticipate the most beneficial results to the general interests of the estates and all connected with it, from the opportunity of separate Managers to each *Purgunu*, these Officers not having a larger tract of country under their management than they

can properly superintend, will be enabled to visit every part of their *Purgunus* to enquire into the causes of the distress which has been so prevalent among the agricultural classes, and to apply the proper remedies; and the expences of management under this system, will fall considerably short of what it was under Mr. Imlach's administration.

3. As considerable apprehensions may be entertained that in the event of recourse being at once had to a general system of *khas*s collections throughout the *Purgunus* lately held in farm by the Messrs. Palmer, there would be a serious falling off in the collections, I have deemed under all the circumstances the most advisable plan to retain (for some time at least) the grade of tenantry who collect from, and are immediately connected with, the *ryuts*, as the latter are almost invariably indebted to them for advances, (*Tuccavee*) &c. and their interests are so interwoven with each other that it be likely to cause serious confusion if this class of tenantry were at once annihilated.†

4. The chief cause of the great distress among the *ryuts*, being the exorbitant‡ amount of rent which has been exacted from them, I have directed the *Surburakars* to visit every village on the estates, and to ascertain and report wherever the amount payable by any *ryuts* or *Moostajer* may appear excessive or unreasonable, in order that such a reduction may be made as may enable him to carry on his farm, or cultivate his spot of ground with the hope of acquiring enough to subsist himself and family from the profit or produce after paying his rent, and I have directed that in the event of its appearing that any *Moostajer* exacts more from the *ryuts* than the established rates of the *Purgunu*, or is

* The actual difference should be stated, for general assertions, are not very convincing.

† Compare and reconcile this with the 5th paragraph of Mr. Collector Gouldsbury's letter of the 20th March, 1834. A late discovery.

‡ Here the failure of crops for two succeeding years is lost sight of, as also the regulations enacted for protecting the *ryuts* (cultivators) from exorbitant rent being levied from them. Were justice dealt out to the *ryuts* within a reasonable period, and at a moderate expense, could extortion continue long?

guilty of oppression towards his tenantry, his farm will be taken from him, and that where no rates exist, a fair and reasonable rate should be fixed upon, with reference to the custom prevailing in the neighbourhood according to which the rents are to be paid by the *ryuts*. *Pottahs* are to be granted and *chuboolceuts* taken in every instance.

5. The tenantry on the estate have become so impoverished from the effects of the exactions which they have been subjected to by the sub-letting system, that it will be some time* before matters can be restored to a healthy footing and the profits of the *Zumindars* cannot be expected to be increased during the present year, but the benefit which the estate will ultimately derive, will more than compensate for any present deficiency.

Poorneen, Collector's Office, } I have, &c.
The 10th May, 1833. } (Sd.) F. GOULDSBURY,
Collector.

To C. W. STREER, Esq.
Officiating Commissioner of Revenue,
12th Division, Monghyr.

SIR,

The estate of Huvellee *Poorneen*, &c. having in a great measure recovered from the confusion occasioned by the revocation of the leases granted by the late *Surburakar* to the Messrs. Palmer and others, and matters having been established on a more healthy footing, I would propose with your sanction to entrust the whole management of the estate to one *Surburakar* instead of retaining the separate management for each *Purgunu* alluded to in my letter under date the 10th May last.

In most instances the class of *Durmoostajers* collecting immediately from the *ryuts*, have been permitted to retain their farms until the expiration of their leases, and in those places which have become *khass* from the *Durmoostajer's* leases having expired, or from other causes the rents are either collected from the *ryuts* direct, or small farms have been granted at moderate *jumma* to fresh *Moostajers* on condition of their receiving their rents directly from the cultivators and not sub-letting their farms to others, the retention of a separate Manager for each *Purgunu* is therefore no longer necessary, as little remains to be done besides collecting the rents

* In four months Mr. Collector Gouldsbury restored the estate to a healthy footing.

for which duty, and for attending to the general interests of the estate, one *Surburakar* will suffice.

3. At present most of the duties which properly belong to the *Surburakar* devolve upon me, and my time is so fully occupied with my other numerous avocations that I am unable to pay sufficient attention to those matters without neglecting others of greater importance, on this account therefore it is advisable that the management of the estate should be entrusted to a competent person who could devote the whole of his time and attention thereto.

4. Mr. B. R. Perry, the present Manager of *Purgunu Huvellee*, has by the very creditable manner in which he has conducted the affairs of that portion of the property, proved himself to be fully competent to undertake the administration of the whole estate,* and as he has evinced so much zeal and diligence hitherto in the discharge of his duties and is thoroughly acquainted with them, I propose to select him as *Surburakar*.

5. With regard to the salary, I am of opinion that the amount of it should be regulated with reference not only to the nature of the duties required to be performed, but also to the responsibility of the situation, and as the rental of the estates exceeds five lacs of rupees, I should think 500 rupees per mensem would be an adequate remuneration. The late *Surburakar* Mr. A. Imlach† received 700 rupees per month altho' the office was then almost a sinecure, and he was in the receipt of 600 rupees additional for the management of other estates.

I have, &c.

Poorneea, Collector's Office, } (Sd.) F. GOULDSBURY,
The 22d Sept. 1834. } Collector.

To F. GOULDSBURY, Esq.

Collector of Poorneea.

SIR,

In acknowledging your letter of the 22d instant, I think it only necessary to state that the suggestion you make of reverting to the system that formerly prevailed in the management

* All ye inhabitants of Poorneea, read and learn!

† Mr. Collector Gouldsbury seems to seize every opportunity to display his inimical feelings towards Mr. A. Imlach. This individual is acting under the sacred obligation of an oath too.

of the Huvellee estates is directly at variance with the principle on which the Sudder Board of Revenue directed the alteration, and as such, even if I felt inclined to do so, which is not the case, I would not take on myself to recommend.

2. Should you find any difficulty in giving these estates your personal supervision, the officiating Deputy Collector can doubtless aid you in the duty, and should the other duties of your united offices sufficiently employ you both so as to prevent your affording any time to a proper attention to the affairs of them, on your shewing the expediency and urgency of the measure, I will arrange for your being supplied with the services of another experienced assistant.

Commissioner's Office, 12th Division, Monghyr, The 25th September, 1831. (Sd.) C. W. STEER, Offg. Commr. of Revenue, (True Copy) (Sd.) C. W. STEER, Offg. Commr. of Revenue.

To. C. W. STEER, Esq.

Officiating Commissioner of Revenue, 12th Division, Monghyr.

SIR,

In reply to your letter, No. 1646, dated the 25th instant, I beg to submit that you seem to have misunderstood the nature of the proposition contained in my letter of the 22d instant, which is merely to substitute *one Surburakar* for the management of the whole estate instead of the separate *Surburakars* now entertained for each *Purgunu*, a measure which, as far as I am enabled to judge of the sentiments of the Sudder Board from the correspondence which has passed on the subject, does not appear to me in the least degree repugnant to their wishes.

2. The employment of a separate Manager for each *Purgunu* of the Huvellee estate, was a measure which originated with myself and the adoption of which (as a temporary arrangement,) I considered necessary under the peculiar circumstances in which the property was placed in consequence of the Sudder Board having directed the abrogation of the leases granted by the late *Surburakar*, and

the adoption of a new system of management which naturally caused a good deal of confusion and perplexity at first.

3. The estate has now been in a great measure extricated from this confusion, and affairs established on a more secure and healthy footing for the future, and consequently I consider it no longer necessary to retain the separate *Surburakars* for each *Purgunu* (of which there are five receiving an aggregate salary of nearly 600 per mensem,) and I accordingly proposed to abolish them and to retain in lieu of them one Manager for the whole estate on a salary of 500 rupees per month, a measure to which the Sudder Board have never to my knowledge objected, and which is in strict accordance with the regulations on the subject, the provisions of which never contemplated the personal supervision of the Collector of the affairs of the estates under attachment by order of the Courts of Justice.

4. What the Sudder Board of Revenue chiefly objected to was vesting the management of *three distinct estates* (two of them very valuable and extensive) in one individual, as was the case with Mr. Imlach and the farming out of the property to others by the *Surburakar* instead of administering himself, and on this principle they directed that in future not more than one large estate should be entrusted to the management of one individual, and that the farming system should as far as practicable, be abolished.* These instructions have been strictly attended to, as far as circumstances would admit of it. Mr. Imlach has been deprived of the management of two of the three estates held under his administration, and allowed to retain that of Soorjapore. A separate Manager has been appointed for the estate of Sqwa Bunbhag, and the arrangements above alluded to, have been adopted for that of Huvellee Poorneea, &c. the most valuable and extensive of the three formerly administered by Mr. Imlach.

5. May I beg the favor of your submitting a copy of this letter and of my former one of the 22d instant for the consideration and orders of the Sudder Board, if you still object to sanction the arrangement now proposed.

Poorneea, Collector's Office,)

I have, &c.

The 29th September, 1834. } (Sd.) F. GOULDSBURY,
Collector.

* The farming system is still in operation, but the removal of the Manager has been effected, which was the main object.

(10)

To C. W. STARR, Esq.

Officiating Commissioner of Revenue, 12th Division

Sir,

Adverting to the 31 paragraph of your predecessor's letter, dated the 22d October last, and the 5th and 6th paragraphs of the Sudder Board of Revenue's letter, dated the 24th September last, I beg to submit herewith for your information the proceedings held by me relative to the remission of rent claimed by Messrs. C. and G. Palmer, farmers of certain *Purgunus* on the estate of Havellee Purneah, under the management of the Collector.

2. From the enquiries which I have instituted, it appears that agricultural distress prevailed to a great extent throughout the estate during the period alluded to, and that in consequence thereof, the farmers were unable to realize the full amount of rent due to them from their *Dur-moostajers* and other tenantry. The causes which led to this distress, are fully detailed in the 22d paragraph of the late Acting Collector's letter to your predecessor, dated the 16th August, 1833.

3. From the *Jumma-wassil-bankee* accounts, produced by the Messrs. Palmer, it appears that the total *jumma* payable by them is..... Sa. Rs. 3,70,328 15 10 0

To meet which they have collected only	,,	3,59,300 0 4 2
--	----	----------------

Leaving deficient	,,	11,028 15 5 2
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To which may be added the costs of collection	,,	15,000 0 0 0
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Making a total loss of	,,	26,028 15 5 2
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if they are held to the letter of their bargain.

It appears that the *Moostajers* and other tenants, are unable to pay the balance due by them, and that if coercive measures are adopted, it would cause irretrievable distress among them, and induce many of them to abandon their houses.

As it is very clear that Messrs. Palmer have agreed to pay more for the farms than they can fairly yield,† that to hold

* Have you not given decrees for those balances, attached and sold?

† Mr. Collector Gou dabury, in his letter of the 26th March, 1834, informed the Commissioner that the "Messrs. Palmer have held the farms

them to the letter of their engagement, would be highly injurious to the general prosperity of the estate. I have deemed it proper with reference to the 6th paragraph of the Sudder Board's letter above quoted, to comply with their request so far as to grant them a remission* of 1 anna in the rupee for the year 1240, and permission to pay the remaining $\frac{1}{2}$ anna (of the $1\frac{1}{2}$ anna claimed by them) by instalments on condition of their making a similar remission to their under-tenantry, and I beg to be favored with your instructions with regard to the remission claimed by the farmers for the remaining term of their lease.

I have, &c.

Poorneea, Collector's Office, } (Sd.) F. GOULDSBURY,
The 20th February, 1834. } Collector.

(No. 29)

TO THE OFFICIATING COMMISSIONER OF BHAUGULPORE.
SIR,

The Sudder Board of Revenue having had before them your letter, No. 375, dated the 1st instant, I am directed to communicate the following observations and orders.

2. The Board remark, *that the reports furnished on this occasion are not sufficiently explicit to enable them to decide on the propriety, or otherwise, of granting the remission to the farmers of the Estate of Huvalee Poorneea, &c. to which the Collector† appears to have already assented.* But upon this proceeding of the Collector, it is necessary that you should pass orders in the first instance; and the interference of the Sudder Board will only be exercised in due course, in the event of any of the parties concerned appealing against those orders.

of nearly the whole estate since the first appointment of a Surbarakar," (seventeen years ago;) "they must therefore of necessity be better acquainted with its resources than any other person could be."

* On the 18th or 19th intelligence was received from Monghyr that the charges preferred by Byue Govind Singh against the Manager were dismissed, as entirely destitute of proof; and that the Manager was restored to his situation; and on the 20th February, Mr. Collector Gouldsbury granted this remission.

† Of Poorneea.

3. The Sudder Board have by my letter of the 21st ^{ultimo} declared their opinion of the very serious objections which exist to the present system of managing these estates, and requested your sentiments and those of the Collector as to the practicability of fore-closing the lease of Messrs. C. and G. Palmer in a manner which shall involve no real injustice towards those individuals or any of the subordinate tenants; which object seems the more easily attainable, and the measure the more desirable, in as much as the le-sees are stated in the reports now under notice, to be unable to continue their engagements, unless under the relief of a permanent remission to a very considerable extent. You are requested to expedite as much as possible the transmission of the report above referred to.

Fort William, } I have, &c.
Sudder Board of Revenue, } (Sd.) R. D. MANGLES,
The 21st March, 1834. } *Acting Secretary.*

To F. GOULDSBURY, Esq.

SIR, *Collector of Poorneea.*

Previous to passing any order on your letter in favour of the request of remission of Revenue for Messrs. Palmer, I request to be furnished with a correct and authenticated *mofussil Jumma-bundee* of the several *meahals*, composing the Huvelee estate which they held in farm, with the *Jumma-was-sil-bankeer* of the last year of their management, and if they resigned within the year, the amount collected and paid in by them. with that collected by you, and if any, a statement of the outstanding balances of the year, with the arrangement made by you for the realization of the same.

Commissioners's Office, } I am, &c.
12th Division, Monghyr, } (Sd.) C. W. STEER,
The 8th September, 1834. } *Off. Comr. of Revenue.*

(True Copy)

(Sd.) C. W. STEER,

Off. Comr. of *Reve. 12th Div. Monghyr.*

To C. W. STEER, Esq.

Officiating Commr. of Revenue, 12th Division, Monghyr.

SIR,

I have the honor to acknowledge the receipt of your letter, dated the 9th instant, No. 1534, requesting to be fur-

ished with a *Mofussil Jumma-bundee* of the several *Me-hals* held in farm by the Messrs. Palmer, together with a *Jumma-wassil-bankees* for the last years of their management, &c.

2. In reply I beg to state, that I am unable at present to furnish a correct *Mofussil Jumma-bundee* for the years 1240 and 41, *Moolkee*, during which the Messrs. Palmer held these farms in consequence of the *Hustabood* papers prepared by the *Putwaries* for those years, not being forth-coming among the records received from the late *Surburakar*,* and were I now to call for them it would take some months before they could be got ready and their correctness ascertained, these papers besides would be of little or no use in enabling you to form a correct judgment regarding the *Motahid's claim for remission*, as nearly the whole of the *Me-hals* held by them in farm from the *Surburakar* were underlet to others, and thus two or three distinct grades of farmers were created between the *Motahids* and the actual cultivators of the soil. The *Jumma-bundee* papers would merely shew the amount payable by the *ryuts* to the grade of *Durmoostajers* who received their rents directly from them, and not the amount payable to the *Motahids* by those who held their leases immediately from them, which is all that is re-

* Every person acquainted with *Zamindaree* affairs is aware, that, the *Hustabood* papers can only be prepared at the end of the year to which they refer. In the *Havellee Poorneea* estate, the collections for the new year commence (in *Srabone*) the end of July or beginning of August. Shortly after the Manager had called for the accounts of 1240, *Moolkee*, Mr. officiating Collector Read (on the 17th August, 1833,) took possession of his office. The Manager was restored on the 25th Oct. 1833, when he again called on the *Putwaries* for those papers; but on the 30th November, 1833, Mr. Collector Gouldsbury took charge of his office. On the 21st February, 1834, the Manager was again reinstated in his situation, and he repeated his call for the papers of the past year; but on the 1st May, 1834, Mr. Collector Gouldsbury again took possession of the office, and has held it ever since;—hence the manager had not time allowed him to get in the papers of 1240, and at the end of 1241 *Moolkee*, Mr. Collector Gouldsbury, and not the late Manager, was in charge of the estate;—therefore the blame for the papers of 1241, not being forth-coming among the records, rests on Mr. Collector Gouldsbury's shoulders; but he has so little regard for facts, that he boldly shifts the blame from him to the late Manager's shoulders.

quired to be known to enable you to decide the question of remission.*

3. The papers which have already been submitted to you, will shew the amount of the *jumma* payable to the *Mutahid*, and how much of this was collected by them for the year 1240, I now beg to submit a *jumma-wassil-bankees*,† furnished by them for 1241 at the expiration of which year their resignation was accepted together with a statement showing the total demands, collections and balances for the two years of their management, and I request to be favored with your early instructions on the subject.

I have, &c.
 { Poornea, Collr's Office, } (Sd.) F. GOULDSBURY,
 The 29th Sept. 1834. } Collector.

(No. 1697.)

To. F. GOULDSBURY, Esq.

Collector of Poornea,

SIR,

In acknowledging your two letters, of date the 29th of last month, regarding the management and collections of the Huvelles, &c. *Purgunu* estates, late under farm to the Messrs. Palmers I have to reply that according to your request a copy of your letter, proposing the nomination of one Manager for the whole estates, shall be submitted to the Sudder Board; but in the meantime I request the present arrangement of separate Managers for each *Purgunu* may not be interfered with.

2. With regard to the statement of the *Jumma-wassil* and *Bankees* accounts of the estates for the *Moolkee* years 1240 and 1241, I find the *jummas* stated as amounting to only rupees 370,328 15 10 whereas in one, prepared by the *Mutahid* themselves and submitted with your letter of the 3rd December, 1833, the total amount, including the *Pur-*

* It would appear from the above mode of reasoning, that the loss arising from the mismanagement of, or letting out to under-farmers at less, than the rental of the villages by the farmer, the proprietors are to suffer, whereas, it is conditioned by the terms of the contract, that the former shall make good all such losses to the latter

† No. 1 Statement shewing the *Mutahids'* *Jumma-wassil* and *Bankees*.
 No. 2 a statement exhibiting the Receipts and Disbursements of rent collected by Messrs C. & G. Palmer in English and Persian.

gunn Harrant, is stated at 418,363 11 10. This you will be good enough to explain.

3. It appears by your *Summa-rasul-bankee* statement of the 29th of last month, that the total amount demandable for the years 1240 and 41, was rupees 740,657 15 0 0
Of which was collected only 678,388 14 6 2

Leaving a balance due by the *Motahids*.... 62,269 0 3 2

4. I am not aware that any definite order has been passed by the Sudder Board granting or rejecting the claim to remission preferred by the *motahids*. But I am inclined to think the expediency of acting on the point is left to the discretion of this office. I shall not feel inclined to recommend the measure till the late *motahids* have paid in all the arrears due from them as per their *caboudeuts*, up to the period of their lease which you say extended to the expiration of the *Moolker* year 1241, saving the amount of this remission calculated in one anna on each rupee of their payment, and this indulgence to be given only for one year on the condition that the *ryots* "get a just proportion of that remission, being the party most deserving of the indulgence and whom it most concerns the permanent interest of the proprietors and the benefit of the estate to nourish and protect."

5. On this point you will be pleased to inform me, what measure you intend adopting by way of insuring the above expressed object.

6. I enclose copy of my Persian proceeding on the subject.

Commissioner's Office, } I am, &c.
12th Division, Monghyr, } (Sd) C. W. STEER,
The 12th October, 1834. } Offg. Commr. of Revenue.
(True Copies)
(Sd.) C. W. STEER,
Offg. Commr. of Revenue.

To C. W. STEER, Esq.

Officiating Commissioner of Revenue, 12th Division,
Monghyr.

Sir,

I have the honor to acknowledge the receipt of your letter No. 1697, dated the 4th instant, with its accompanying Persian proceedings.

2. With reference to the remarks contained in your 2d paragraph, I beg to state the sum of rupees 3,70,328-15-10 therein-mentioned, is the *jumma* payable by the Messrs. Palmer to the *Surbarukar's kutcherry*, for the farms of *Purgunus Havellee Poorneah*, *Sreepore*, *Sooltaspoore*, *Phuttiypore Singea*, and *Mehal Khangy*, which they held under the same pottah, and for which the remission is solicited. The *jumma* of rupees 4,18,860,-11-10 includes that of *Purgunu Hurrawnt*,* also held in farm by those gentlemen, but under a *separate* and *distinct* pottah from the other *Purgunus* above-mentioned. This last farm having yielded a small profit, no remission was solicited on account of it by the *Motahids*.†

3. The Sudder Board have certainly not passed any *definite orders* on the subject of the *claim* preferred by these farmers for remission, but, from the remarks contained in the 6th paragraph of their letter to your predecessor, dated the 24th September, 1833, it would appear that they were of opinion that the *Motahids* had stipulated to pay more than the property could fairly yield, and that to hold them to the letter of their engagement would not benefit any party. The Board appear also to have considered that the *Collector being the person held responsible* for the proper management of the estate, was fully competent and even bound to grant the required remission, if on enquiry it appeared that such a measure was expedient or necessary for the welfare of the estate. I should not therefore have deemed it necessary to report the matter for your orders had not Mr. Lee Warner in his letter, dated the 22d October, 1833, directed me to acquaint him with the nature of the orders passed by me.

4. From the minute inquiries,‡ instituted by me, into the actual condition of the property, it appeared beyond a doubt that the Messrs. Palmer had stipulated to pay considerably more than the farms could yield, and that to endeavour to

* Rs. 48,031. 12

† Both farms belonged to the same proprietors, yet, altho' they are to suffer the all-ged loss in the one,—they are not entitled to the benefit of the profit realized in the other, which is, by right of course, the farmers'.

‡ These minute enquiries the Sudder Board of Revenue commenced on the 21st March, 1834, as “not sufficiently explicit to enable them to decide on the propriety, or otherwise of granting the remission to the farmers of the estate of *Havellee Poorneah*, &c.”

force them to pay the full amount of their engagements would only have the effect of compelling them to have recourse to a *system of rack-rent* * by which the *ryots* (already much impoverished) would be driven to utter ruin, and the estate materially injured. I therefore deemed it expedient and desirable for the interest of all parties, to comply with their request as far as to grant them a remission to the extent of one anna in the rupee of their *jumma* for 1240 *Moolkee*, and to allow them to execute a *kisti-bundee* for the remaining $\frac{1}{2}$ anna portion of the balance due by them payable within the time for which they held their lease, (5 years from 1240;) I deferred passing any orders regarding a similar remission for each succeeding year until I should receive a reply to my report on the subject, dated the 20th February last.

5. Your present letter does not contain any specific instructions on the subject, nor can I discover from it whether the arrangement, which I have made for the adjustment of the balance for 1240, meets with your approbation or otherwise. You merely state that you are not disposed to "recommend" any remission, until the Messrs. Palmer shall have paid the full amount of the balance due by them, after deducting the one anna portion which they claim as remission, and that the indulgence should be granted for *one year only*. This balance has, with exception of about 7,000 rupees (which will speedily be realized) been paid up, and I would therefore beg to submit, that it is needless to postpone the settlement of the question on that account, and I solicit the favour of your furnishing me with your sentiments regarding the propriety, or otherwise of the orders I have already passed, and your instructions with regard to the remission for 1241, to which the *motahids* are as much entitled† as they were to that for the preceding year. The Messrs. Palmer have already granted remissions to their under tenantry for both 1240 and 1241, to even a greater extent than what they claim for themselves.

Poorneea, } I have, &c.
Collector's Office, } (Sd.) F. GOULDSBURY,
The 8th October, 1834. } Collector.

* Why were Regulations enacted and Judges and Magistrates entered on liberal salaries?

† What an abuse of terms entitled to remission contrary to the conditions of their own contract, the validity of which has never been questioned!!

To F. GOULDSBURY, Esq.

Collector, Poornacca.

SIR,

As it is probable that circumstances of an urgent nature will require my presence at the Presidency at a very short notice, I beg leave to state, that, with a view to holding myself in readiness, I require three month's leave of absence from my situation as Manager of the estate of Soorjapore, from the 31st Jaeth, may I therefore hope that this indulgence will be extended to me?

I have the honour to be, Sir,

Your most obedient servant,

Poornacca, 12th May, 1834.

(Sd.) A. IMLACH,

Manager.

To Mr. A. IMLACH,

Poornacca.

SIR,

In reply to your letter of this date, requesting three months' Leave of Absence from your office of *Sarburakar* of *Purgunna* Soorjapore, I request you will have the goodness to submit your application in the usual form (by an *arja* in the Persian language) when the requisite orders will be passed on the subject.

I am, Sir,

Poornacca,
Collector's Office,
The 12th May, 1834.

Your most obedient servant,
(Sd.) F. GOULDSBURY,
Collector.

To C. W. STEER, Esq.

Offg. Commr. of Revenue, 12th Division, Monghyr.

SIR,

I have the honor to acknowledge the receipt of your letter, dated the 24th instant, in which you state that several petitions had been presented to your office, objecting to the arrangements which have been adopted for the better management of the Huvellee estates, and asserting that the *Sarburakars* who have been appointed are persons under the influence of the late farmers, the *Motars*. Please

2. *Such a wilful and gross misrepresentation of facts cannot be attributed to any proper motive on the part of the petitioners, who must be well aware* of the pains which I have taken to select respectable individuals to fill these situations totally unconnected with all parties in the estate, and fully competent from their knowledge of sumindary affairs to administer it with advantage. I shall here mention the names of the Surburakars who have been appointed, and if the petitioners can point out any persons in this District better qualified for the office, I shall be happy to nominate them in stead.*

1st. *Purgunu Huvelles Poorneea, Mr. R. B. Perry,† a gentleman who has been for many years resident in this District, and who bears an excellent character; he is also well acquainted with the estate, having been employed as Deputy by Mr. J. Barnes,‡ one of the former Surburakars. He is besides totally unconnected with any party. Purgunu Sree-*

* Pray with whom did you consult on the occasion?

† Mr. R. B. Perry is on no account entitled to the designation of *a gentleman*. What education he has is scarcely deserving the name; his manners are uncouth, and his address boorish. Neither have the above disqualifying blemishes been improved by Society, or lessened by elevated situation in the District, as he has never had any office of distinction conferred upon him. He possesses no useful information whatever, which cannot be wondered at as he is so exceedingly illiterate that he cannot write English, or indeed, any other language, grammatically; and to crown all, knows as much of orthography, as he does of arithmetic; the value of which may be calculated pretty correctly when it is known as a fact that he is incapable of keeping accounts. In short he is so wretchedly imbecile that he has no conception of things in general beyond what a idiot or common rut possesses. In the District he bears the character of a natural mechanic; who inclining to native practices may be seen playing on a tamborine, and to bum up all, is in no wise respected or treated with deference by the inhabitants of the Zillah, whether Christians, Hindoos or Mahomedans; yet it is notorious that he was an assistant to Moore, C. and G. Palmer, and latterly almost exclusively dependent on them for support. From August 1833 until he was appointed by Mr. Goudsbury, he (Mr. Perry) was in constant attendance at the House of Mr. G. Palmer; and as to the character of the man, it is no secret amongst the present and former residents of Poornoea, covenanted and uncovenanted, who, if consulted, would at once pronounce whether or not this account is "a wilful and gross misrepresentation, &c."

‡ Mr. Perry's brother-in-law. Besides he was not generally known to have been ~~any~~ except in indigo works and Sam Timbara.

port, Bindrabun Bose* a respectable native resident of this District employed for many years at *Surburakar* in the Soorjapore estate, and totally unconnected with any party:

2nd. *Purgunu* Sothanpore Mahomed Tuktee,† the son of a highly respectable Persian gentleman, who has resided for some time in that *Purgunu*, and is therefore well acquainted with the property. I intended to appoint his father Meer Mahady, but in consequence of his being obliged to visit Calcutta occasionally, he requested that the situation might be given to his son, and promised that he would at all times afford his assistance and advice; this person has no connection whatever with any party.

3rd. *Purgunu* Phutsey pore Singheea, Baboo Mounee Lall,‡ this man resides in the *Purgunu* and was selected in consequence of his being the only man of any respectability in that quarter, and of its being considered necessary to appoint a person with whom the *ryots* are acquainted to manage that *Purgunu*, which, from its vicinity to the Morung, requires a person possessing some local influence to prevent the *ryots* migrating to the Nijpaul territory, which custom from the advantageous terms on which they can obtain land in that country has hitherto prevailed to a great extent to the serious injury of that part of the property. He is quite independent of all parties, and is a man of property.

* Charges of corruption, &c. were pending against Bindrabun Bose in Mr. Collector Gouldsbury's office, when Mr. G. appointed him manager. One would have thought that it was necessary for Mr. Gouldsbury to have first disposed of these charges, and then have been guided by the result in selecting or rejecting him. This Bindrabun Bose had, for some time previous to his appointment, attended on Mr. George Palmer for the purpose of obtaining service.

† The Petitioners object to the individual appointed to the situation, who is the responsible person, and are ignorant of the private arrangements Mr. Collector Gouldsbury may have entered into in his dwelling house with the father, who is an irresponsible character, and who resided in the *Purgunu* as a factor and farmer of an *istamarat*, and has at last managed to purchase a part of it. But residence on the spot is an absolute condition in regard to the late Manager. The father stays at the station during a considerable part of the year.

‡ This person resides on the adjoining estate, *Puwakhalee*, which belong to his connexions, and it is neither customary nor prudent to allow the neighbouring Zemindars, or his immediate dependents to acquire an influence in, or have the management of, an adjacent estate belonging to a different proprietor. It is not known publicly that Mr. Mounee Lall, is a man of property.

4th. Nauthpore and villah Goraree, Muthoor Mohun Bural, a brother, of the treasurer of this office, a man of good character and highly respectable, and being a resident of Calcutta he is totally unconnected with any parties in this District.

5th. Kuttechar and Koomarespore, Jankeeram† the late *Saristadar* of the *Surburakar's kutcherry*, selected in consequence of his being a man of respectability, and from his having been for many years employed under the *Surburakar*, I consider that he had a legitimate claim to one of these situations. He is quite unconnected with any party at present.

3. All these persons have either given or are about to give, good and substantial security for the amount of their respective collections,† and as they are under my immediate control§ and have no powers independent of the Collector, I cannot see how they can possibly do any mischief, even supposing them to be influenced by any party feeling; their duty consists in collecting the rents and remitting the amount to this treasury, and attending to the general welfare of the *Purgunnas*.

4. I feel it necessary to bring to your notice a circumstance which will satisfactorily account for the number of petitions which you have received, and will also explain the object for which they were presented: it is that Mr. Imlach

* Muthoor Mohun Bural was Messrs. C. and G. Palmer's Naib Talsidar, (deputy collector of rent) on 35 rupees per month in the farm of Huvellee Poorneea, from which situation he was promoted by Mr. Collector Goultsbury to that of a Manager on 70 rupees per mensem on the deed of relinquishment of that farm being accepted by the Commissioner. This Mr. Goultsbury has latterly admitted. Besides this individual, a great many of the native accountants, writers, barikans, dozes, grihbeas, police reporter, &c. all of whom were servants of Messrs. C. and G. Palmer on the Huvellee Poorneea farm, have been employed by the new Managers.

† Jankeeram has been removed, and Mr. R. B. Perry, the Manager of Huvellee Poorneea Purguna, who received 200 rupees per month, was placed in charge of Purgunnas Kuttechar and Koomarespore with an addition of 50 rupees a month to his salary; and directed to farm out these Purgunnas. He has since been promoted to Soor Japan on 500 rupees per month.

‡ How much have they Collected?

§ The Mr. Collector Goultsbury's letter of the 22d September, 1831 explaining that he was unable to pay sufficient attention to these matters, &c. and desiring that the management of the details should be entrusted to a competent person, &c.

has by some means or other prevailed on the sons of Sreena-
rain Rae, (one* of whom is a minor and the other a perfect
boy,) to nominate him to be their *General Mokhtar*, which
power he is exerting for the purpose of thwarting and oppos-
ing in every possible way, the measures which I have adopted
for the better management† of the estate, and it remains for
the Revenue Authorities to determine how far it is desirable
to permit an individual who makes himself thus obnoxious
to his superior by undertaking duties wholly incompatible
with the efficient discharge of his public functions, to retain
any situation of responsibility under this Collectorship.

I am, &c.

Poorneea, Collector's Office, } (Sd. F. GOULDSBURY,
The 28th May, 1834. } *Collector.*

TO C. W. STEER, Esq.

Offg. Commr. of Revenue, 12th Division, Mongyr.

SIR,

I have the honor to acknowledge the receipt of your letter
No. 1665, dated the 29th ultimo, forwarding copy of a pe-
tition presented to you by Mr. Inlach, the *Surburakar*
of the Soorjapore estate, objecting to the orders passed re-
garding the security tendered by him which I considered
insufficient.

2. As I am the person held responsible for the proper
management of the estate, and for the conduct of the *Sar-
burakar*, I think I may be permitted to offer a few remarks
before carrying into effect your orders directing me to accept
the security in question, in the event of no person laying
claim to the property pledged within the period of one
month, on a proclamation being issued to that effect.

* Mr. Collector Gouldsbury's minor is more than twenty two years
of age, and the perfect boy is more than fourteen; how did the Collec-
tor discover this perfectness?

† General assertions are of little avail, but it is notoriously known
at Poorneea that a great part of Messrs. C. & G. Palmer's establish-
ment belonging to the firm of Huvellee Poorneea was provided for
by the measures alluded to; notwithstanding that they had been instru-
mental in reducing the agricultural class to poverty and distress by
their oppressions and extortions; the existence of which Mr. Collector
Gouldsbury has recorded in several of his public letters; and the
greater part of the establishment attached to the estate was discharged.
Time will develop the result of Mr. Collector Gouldsbury's manage-
ments, but up to the beginning of Chait, his system had failed to

3. Regulation V. of 1827, under the provisions of which the estate was placed under Mr. Imlach's management, directs that good and sufficient security be taken from the *Surburakar* for the proper discharge of his duties, the amount of the security must of course be regulated with reference to the value of the property entrusted to the *Surburakar's* care. The annual collections of the Soorjapore estate amount to about 4½ *lacks** of rupees, while the value of the property pledged as security for Mr. Imlach, taking it at his own estimation, does not exceed 50,000† rupees, and in *reality* does not amount to half that sum, even supposing that it is not mortgaged to others, as the Nazir reports.

insufficiently, and the Managers selected by him evinced so little competency for their task, that from an annual rental of about six lacs, four and a half lacs of rupees only have been realized, which was foreseen by the proprietors at the commencement, and they have reason to fear that about a lakh of rupees will fall in arrears instead of from sixteen to thirty thousand, as was the case formerly. Under these circumstances it is very natural that the minor of more than 22 years and the perfect boy should complain; let the Mokhtar be whoever he may. But Mr. Collector Gouldsbury while he kept the late Manager under suspension, made a shooting excursion in company with Mr. George Palmer and others to the Morung, and previous to his departure, issued a notice to the late Manager to attend his court on a certain day; Mr. Gouldsbury did not, however, return from his pleasure party on that date, and the late Manager was imprudent enough to note the circumstance in his urzee of the 10th January, 1834; besides on the 29th April, 1834, Mr. Collector Gouldsbury called on the late Manager who was hardly enough not to return his call and cultivate his acquaintance, which mighty offence is not to be forgiven; and he was accordingly ordered on the 5th May, following, to leave the station and proceed to, and reside at Soorjapore; it was by such acts that the late Manager made himself obnoxious to his superior, Mr. Collector Gouldsbury. During the heat of this persecution of, and swearing against, the late manager, Mr. George Palmer took the "Lord's Supper" twice. Even the pinnace Emily was sold, and subsequently the carriage and pair likewise, but the late manager should not and ought not to know any thing of these transactions.

* Never exceeded four lacs. A person acting under the sacred obligation of an oath, should have some regard for facts.

† The amount of security required was 51,000 rupees, and the Manager offered to make up any deficiency, if the property offered proved not sufficient on enquiry; he denied the truth of the Collector's Nazir, Phayez Uke's report, and stated his reasons and proofs; but Mr. Collector Gouldsbury refused to go into them.

The rent-free land pledged by Motilal Mohnn Bural as security was valued by the Collector at 12 rupees per bigha; and that pledged by Mousoo Lal at 14½ rupees per bigha; but although the late Manager indicated to

I would therefore submit that such security cannot, under any circumstances, be deemed adequate for such a valuable trust.

4. But Mr. Inlach has on other grounds totally disqualified himself for the efficient discharge of his duties as *Surburakar*, he was deprived of the management of the two other estates formerly administered by him, and allowed to retain that of Soorjapore in order that he might be enabled to devote sufficient time and attention to the interests of the last-mentioned property, in stead, however, of availing himself of the opportunity thus afforded him to devote his time and attention *exclusively* to the better management of the estate, he in opposition to my repeated orders* directing him to proceed to the *Purgumu* and take up his residence on that property, continued to reside at Poorneea and busied himself with other matters to the utter neglect of his duties as *Surburakar*. I have already had occasion to bring to your notice the circumstance of his having prevailed upon *Rajindurnarain Rae* and his brother, the proprietors of half of the Havellee estate, both perfect boys, to entrust the whole of their affairs to his management and of his having made use of the powers thus obtained to thwart and oppose

Mr. Gouldsbury that the proprietor of the rent-free land he had offered as a pledge, had sold adjoining spots at 10, 15, and 17 rupees per bigha, and the sales were registered in the Civil Court; viz., Mr. Gouldsbury does not hesitate to value better land at half of the price at which actual sales of inferior had been effected; and as to the reports of his native officers, the records of the Civil Court will prove that they are not trustworthy. In short, no sooner one pretence failed than another was hatched; and it was evident that the removal of the Manager from his remaining situation was resolved on.

* Mr. Collector Gouldsbury received on the 30th April, 1834, the orders of the Commissioner (who was then at Poorneea) to relieve the Manager from the charge of Havellee Poorneea estate and that of Sowsa Bumbhag, and on the next day, 1st May, he relieved the Manager of the former only, and on the 5th May, ordered him off to Soorjapore; the Manager, however, informed the Collector that he was waiting to deliver over charge of Sowsa Bumbhag, the office of which was held at Poorneea, and on the 22nd May, the Collector took charge of Sowsa Bumbhag, and the Manager proceeded to Soorjapore on that day. As the Manager had previously applied for leave of absence from the end of Jeth, he returned to the station the latter end of that month, where the Collector detained the Manager by his dilatory proceedings with regard to the security, substitute, and at last appointed an Acting Manager.

in every possible way the arrangements which, by order of the Board, I was making for the better management of that estate, which had been materially injured by Mr. Inlach's previous management.* This duty he seems to consider of so much greater importance than the good management of the Soorjapore estate, that he has obtained three months' Leave of Absence to visit the Presidency on some business connected with the Rajah's affairs, and as far as I can judge from his conduct hitherto, he appears not to have the slightest intention of attending to my instructions regarding his residing at Soorjapore which I consider essential to enable him to manage the estate properly.

5. Under these circumstances I am of opinion that Mr. Inlach has forfeited all claim to any indulgence beyond what has been already shewn him, and that the important interest not only of the proprietors of this valuable and extensive estate, but also of the *ryots* and other tenantry residing thereon (who are the principle sufferers from the *Surburnakar's* neglect of his duties) demand that the management of the property should be entrusted to a competent person, able, and willing to devote the whole of his time and attention to its interest. *The present Acting Surburnakar, Cassim Allee Khan seems well qualified for the office,†* having done more for the good of the estate during the short time that it has been under his care than Mr. Inlach did during the five years that it was under his management, throughout which period he never resided upon the property nor even saw it, with the exception of an occasional visit‡ for a few days every year.

* See the last note to the preceding letter.

† From Mr. Collector Gouldsbury's declaring the acting manager, Cassim Allee, of Soorjapore estate to be well qualified to become Manager of that estate, it would strike one that the Collector intended to confirm him in the situation; but as soon as he was in possession of the sentiments of the Board, which are grounded on an *if*, Mr. Collector Gouldsbury appointed Mr. B. B. Perry on 500 rupees per month, to Soorjapore and removed the well qualified Cassim Allee to an inferior situation on a salary of 250 rupees.

‡ The Manager visited Soorjapore generally four times a year, and at each visit stayed from three weeks to a month; and when at his other charge, kept up almost a daily communication with Soorjapore. Mr. Collector Gouldsbury seems to have forgotten the 7th paragraph of his letter of the 26th March, 1834, in which he proposed that Mr. Inlach be retained at Soorjapore, on the ground that the proprietors of it have not objected to his management; but time and

6. Mr. Imlach's leave of absence having nearly expired, and as he has not yet furnished adequate security, *nor even applied for an extension of leave,** I should imagine that I shall be at liberty on the expiration of his leave to make whatever arrangement may be deemed expedient for the future management of the property by appointing another *Surburakar*, but if you are of opinion that I have no such authority, and that the orders of the Sudder Board are required before Mr Imlach can be displaced, I request you will have the goodness to submit a copy of this letter for the consideration and orders of that authority.

Poorneea, } I am, &c.
Collector's Office, } (Sd.) F. GOULDSBURY,
The 3d Oct. 1834. } *Collector.*

(No. 1723.)

To. F. GOULDSBURY, Esq.

Collector of Poorneea.

SIR,

Being still of opinion that the security tendered by Mr. Imlach is sufficient in amount for the security of the interests committed to him, if properly supervised by yourself, and that no other person more fit than Mr. Imlach can be selected for the situation of *Surburakar*, I must request you will not on the ground merely of the security not being sufficiently responsible, remove that gentleman from the trust committed to him, by the special desire of the Sudder Board, until the Board decides the question, which at your request will be submitted to them.

2. With regard to the other part of your letter touching the inefficient manner in which Mr. Imlach is stated to perform the duties required by him as Manager of the estate, I am not as yet prepared to give a decided opinion, on this point you will act on your own discretion; though I do not exactly agree with you that Mr. Imlach's continued residence on the estate is indispensibly necessary to ensure its proper management.

Commr.'s Office, } I am, &c.
12th Division, Monghyr, } (Sd.) C. W. STEER,
The 8th Oct. 1834. } *Offg. Commr. of Rev.*
(True Copy)
(Sd.) C. W. STEER,
Offg. Commr. of Rev.

* The late Manager applied in due time (by post) on the 5th October, 1834, for an extension of leave.

(No. 1748.)

*From the Officiating Commissioner of Bhaugulpore,
to the Secretary to the Sudder Board of Rev.*

Sir,

I beg to forward for the consideration and orders of the Sudder Board the Collector of Poorneea's letters, in original, which I request the return of with copies of my replies thereto on the subject of a difference of opinion between that officer and myself on matters connected with the Huvellee estates.

2. Mr. Gouldsbury has, for reasons detailed in his letter, of date the 22nd September last, suggested the expediency of vesting the whole charge and managment of all the estates in one Surburakar, and recommends Mr. Perry for the appointment.

3. My reply of date the 25th of the same month, explains the objections I consider existing to this measure, as reverting to the very system the Board disapproved of, and giving more duty to one person than he can possibly properly superintend and perform the several estates being of that extent and value, each yielding a Sudder *Jumma* of nearly a lac of rupees requiring for their management separate *Surburakars*.

4. The Board will perceive from the tone of Mr. Gouldsbury's letters that he judges himself quite competent to decide on this point as in that of the remissions to be granted to the late *Motahids* without any reference even to this office.

5. If he is right in this construction of his power, this reference is useless, but I am inclined to think, the Board would expect their sentiments should be consulted *before the system they directed, is subverted and the former one re-instated*, to which they so strongly objected and which would, if I mistake not, *tend to re-invest the Messrs. Palmer with that influence on these estates. Indred I may say in the whole district, which, should in my opinion, be suppressed.*

6. With the Board's sanction, I propose giving authority to the Collector to remit one anna in the rupee in the *Motahid's Jumma* for the two years, 1240 and 1241, though I certainly did not at first contemplate that the demand embraced both years.

7. The Board will also be pleased to decide how far responsibility attaches to the Collector for a proper supervision of these estates, for Mr. Gouldsbury in his letter of the 29th

September remarks, "that the provisions of the regulations never contemplated the personal supervision by the Collector* of the affairs of estates under attachment by order of the Courts of Justice; though in parts of his letters he admits he is the person held responsible for the proper management of the estates."

Commr.'s Office,
Bhaugulpore Division,
The 14th October, 1831. }

I am, &c.
(Sd.) C. W. STEER,
Offg. Commr.

(No. 626.)

TO THE COMMISSIONER OF BHAUGULPORE.

SIR,

The Sudder Board of Revenue having had before them your letter of the 14th ultimo, No. 1748, with its enclosures direct me to communicate as follows :—

2. The Board concur with you in opinion that the five *Surbarakars* severally appointed to the five *Parganas* of the Havellee Poorneea estate, should be continued in their respective offices, or if the removal of any individual be desirable or he be unwilling to continue to serve, that another person should be appointed in his stead. The Collector states in his letter of the 28th of May last, that he has "taken pains to select respectable individuals to fill these situations," (as indeed would appear to be the case from the list that he has submitted) and he adds in paragraph 3d of the same letter, that "all these persons have either given, or are about to give good and substantial security for the amount of their respective collections." There can be no occasion therefore for his maintaining the "*immediate management*" of the property of which he speaks in his letter of the 29th September, tho' such close interference was necessary to break up the system of various mal-administration which would appear to have prevailed in the estate in question during a long term of years. For the Board agree with Mr. Gouldsbury, that it is not the business of a Collector, directed by the Courts of Justice to undertake the general management of an estate, to abstract from those avocations in which the interests of the estate are more immediately

* why did he apply to the Officiating Commissioner for permission to assume the management of the Havellee Poorneea estate?

involved, so much of his time and attention as he must necessarily devote to the administration of a large *Mchal*, if he endeavoured to perform personally the duties proper to a *Surburakar*. He must appoint respectable men to that office, take sufficient security from them and maintain a general tho' efficient surveillance over their conduct.

3. *The Board sanctions the grant of the remission* to which the 6th paragraph of your letter under reply relates.*

4. The Collector, as the Board have stated on former occasions, is the party responsible to the Court for the due administration of the property committed by that authority to his charge, and therefore they are of opinion that *he should be left to exercise his unshackled discretion with respect to the amount and nature of security to be demanded from a Surburakar*, on the same principle, the Board are clear that he should be upheld in the assertion of his legitimate authority over the *Surburakar*, who is, and must be, entirely under his order ; and that, if as stated by Mr. Gouldsbury, Mr. Imlach have disabled himself from devoting the whole of his time and attention to the management of the Soorjapore estate, of which the annual collections are said to be about Rupees 4,50,000 by accepting the post of attorney or agent to the proprietors of one moiety of the Huvellee Poorneea estate, he should be immediately removed from the former office. *It is high time that the office of Surburakar should be put upon its proper footing*, and the obligations, which it involves be correctly understood in *zillah* Poorneea, and whilst the Board are convinced that it is a false economy to withhold a fully adequate remuneration for the services of respectable gentlemen of whatever class, undertaking the duties of that situation, they are determined that the counter-part right of the proprietors of estates so managed to the full and efficient services of their amply remunerated agent shall be strictly asserted and maintained.

Sudder Board of Reve.)	I have, &c.
Fort William,)	(Sd.) G. A. BUSHBY,
The 4th November, 1834. }	Secretary

* The Board in their letter of the 21st March, 1834, declared that " the reports furnished on this occasion are not sufficiently explicit to enable them to decide on the propriety, or otherwise, of granting the " remission," to the farmers of the estate of Huvellee Poorneea, &c. and altho' Mr. Collector Gouldsbury manfully resisted making any further

P. S. The enclosures of your letter will be returned after transcription.

Sudder Board of Revenue, } (Sd.) W. PETER,
Fort William, }
The 18th December, 1834. } Un-Covenanted Secy.
(True Copies)

enquiries, or furnishing accounts called for by the Commissioner; yet, such is the effect of the rapid march of intellect in the Board, that on the 4th November, of the same year, it produced the above explicit decision out of the same reports.

Statement of the Mofussil rent of the farm in question for 1240 and 1241 Moolkee, furnished by the farmers Messrs. C. & G. Palmer, being the period for which they received the remission.

Names of Parganas	Rent payable for the farm by C. & G. Palmer to the Manager.	Mofussil rent of the farm agreeably to the settlements made by the former, & receivable by them for 1240.	The Mofussil rent for 1241 rendered by the said Farmers in 1242.	Excess discovered by the new Managers in 1242.	Mofussil rent of 1243 under the new Managers.
Huvellie Pournet,	Rs. As. G.	Rs. As. G.	Rs. As. G.	Rs. As. G.	Rs. As. G.
Sreepore.	122,939 6 5	129,227 4 8	128,631 12 10½	2,766 11 19	131,418 6 9
Soottanpore.	115,311 3 1½	129,674 10 10½	126,408 2 14	11,896 15 0	136,605 1 14
Khangy,	64,547 5 15	69,616 1 1	60,629 13 11	1,123 0 0	70,612 13 11
Phuttee pore Singees.	23,259 11 3½	25,342 2 1	24,936 13 1	459 8 0	25,399 5 1
	47,311 5 5½	51,657 6 12½	54,190 7 17½		54,190 7 17½
	1,370,328 15 10½	405,519 9 3½	403,799 0 11½		

Now if there had been a loss in the farm in 1241 Moolkee, how comes the mofussil rental of the following year, 1241, to be about the same as the preceding year 1240, when the remission was solicited, notwithstanding that Mr. Officiating Collector Read reported to the Sudder Board that the sum of 24,000 rupees (of the rent of 1240) is altogether irrecoverable, the ryas (cultivators) having left their *jotes* (under farms.) Had this report, and the assertion of Mr. Gouldsbury of the farmers having granted the poor distressed cultivators of the soil, a remission of more than 23,000 Rs. per annum, been correct, would not a decrease of 47,000 Rs. have appeared in the amount of the mofussil rent for 1241? The rental of 1242 Moolkee seems to be 15,000 rupees more than the accounts furnished by the farmers for 1241. Mr. Collector Gouldsbury was in possession of these accounts when he wrote his letters of the 29th September and 8th October, 1834, on the subject.

To the Secretary to the Government in the Revenue Department.

Sir,

In compliance with the instructions conveyed in Mr. Secretary Macnaghten's letter of the 7th March last, No. 822, I am directed by the Sudder Board of Revenue to submit for the consideration of Government the Report therein required relative to the Petitions laid before Government by Mr. Imlach.

Purg. Huvellee Poorneea, &c. Purg. Soorja pore. Mouza Suwas Bha- bhag.) The Petitioner in the year 1833, was <i>Surburakar</i> or Manager of three Estates, two of them very extensive, in the Poorneea district, which were held under attachment by orders of the Civil Court. He received on account of these Estates the allowance specified in the margin, amounting in
For Purg. Huvellee &c. 7. 0.	
Ditto Soorjapore .. 500.	
Mouza Suwas Bhabhag 100.	
) the aggregate to 1,300 rupees per annum.

His case first came prominently under the notice of the Board in August of the above year on the occasion of Messrs. C. & G. Palmer, who held a farming lease of one of the Estates (Purgunnah Huvellee Poorneea,) demanding a remission of Rupees 24,000 from the amount of the *jumma* agreed to in their lease. Mr. F. E. Read, then officiating as Collector, gave it as his opinion that Mr. Imlach, as *Surburakar* of the Estate, had the power of granting the remission, and, at the same time, stated that Rajah Bejoy Govind Singh, proprietor of a moiety of the Purgunnah, accused Mr. Imlach of not granting the remission (which he, Bejoy Govind Singh, conceived to be required for the welfare of the Estate,) because, he had not received a bribe. The *Surburakar*, who had been suspended by Mr. Read, with a view to an investigation of this* charge, protested against the

* The Manager was not suspended by Mr. F. E. Read with a view to an investigation of this charge; but, after the Manager had protested against the incompetency of Mr. Read to receive and try charges against him,—requested that he (Mr. Read) would postpone all further proceedings in his case,—and submit his application to the Commissioner for his orders,—that Mr. F. E. Read issued a notice to the Manager, informing him that his application was complied with, but that as a reference to the Commissioner would occasion a delay in the investigation, and owing to a petition presented by the accuser, it appeared necessary that another person should be placed in charge of his office;—he, accordingly, placed his Moonshiee in charge, and, at the same time, notified to the Manager that he was neither removed nor excused, but was to desist from performing his duties.

officiating Collector's conducting the inquiry on the ground of his having evinced an undue personal bias in the question.

The Board declared that Mr. Read had exceeded his authority in suspending the *Surburakar*, and required the case to be proceeded with under the orders of the Commissioner, as prescribed by Sec. 3, Reg. V. of 1827, stating also that the *Surburakar* had no right to grant remissions of his own authority, and requiring particular information regarding the management of the Estate and the duties discharged by Mr. Imlach.

Mr. Collector Gouldsbury reported in reply, that, Mr. Imlach was the Manager of the three Estates before named, comprising about one-third of the whole district, and that it was the practice to let these properties in large farms, most of which were held by the Messrs. Palmer, who again sublet the lands, and allowed further under-leases to a ruinous extent.—Under these circumstances he was of opinion that the services of Mr. Imlach, receiving a high salary as Manager, could be of very limited benefit to the Proprietors, and on that ground recommended his removal at least from the management of Huvellee Poorneeah, which he, at the same time, proposed to confide to either of the Messrs. Palmer, as he believed that they in their capacity of farmers had acquired an intimate knowledge of the Estate.

The orders of the Board (in conformity with opinions previously expressed by them,) were that the farming system should be generally discountenanced and abandoned as regarded all existing contracts soon as possible, so ruinous a series of complicated subletting appearing to have prevailed in consequence of it, and that the Manager appointed by the Revenue Authorities should be required ordinarily to collect, for the benefit of the Proprietor's of the Estate held under attachment, the full rents from the *immediate cultivators* of the soil. It was, at the same time, directed that Mr. Imlach's management should be confined to one of the Estates before specified, Purgunnah Soorjapore, the duties of which were quite as much as under the instructions above described, he could perform with efficiency, on the salary of 500 rupees per mensem received by him for the Purgunnah, but that the Messrs. Palmer should not be included in any arrangements regarding the other *Mehals*.

Subsequently to the issue of these orders the Board received the proceedings of Mr. Gouldsbury on the investi-

gation of the allegation of corruption which had been advanced against Mr. Imlach. Besides the charge already mentioned, there were six others imputing to him different degrees of peculation and neglect of the interests of his employers. The whole of these were considered by the Officiating Commissioner (Mr. C. W. Steer) to be not

* It is due to Mr. Imlach to state that Mr. Steer on another occasion (Para 26, of his letter of 1st. April 1834) described the charges against Mr. Imlach as having been entirely destitute of proof.

proved,* and he accordingly directed that Mr. Imlach should be restored to office. The Board found nothing in the case to induce them to dissent from the de-

cision. It is to be remarked that these proceedings, altho' they were not submitted to the Board until the 10th July, 1834, had been received and disposed of by Mr. Steer on the 15th February preceding. Mr. Imlach was at that time restored to the management of *all* the Estates which had previously been placed under him, and the orders of the Board by which, for the reason above explained, he was restricted to the management of Purgunnah Soorjapore only bore date the 15th April, following.

When Mr. Read's report on the subject of the remission was transmitted to the Board, Mr. Imlach had presented a petition, charging that officer with a leaning towards the Messrs. Palmer, and combating his representations on the condition of the Estate Huvellee Poorneeah. During the progress of the enquiry held by Mr. Gouldsbury, he twice addressed the Board to complain of the alleged partiality of that functionary to the same parties. At the close of the enquiry Mr. Imlach again petitioned the Board, when he reiterated the former charge of partiality, and accused the Collector of having misrepresented the evidence given in his report of the proceedings,—entering at the same time into a defence of his own conduct. These Petitions, as will be seen on reference to the most important of them (dated the 20th October, 1833, and the 31st March 1834,) were of an excessive diffuseness and consisted of detailed exculpations of himself mixed up with insinuations of all kinds against the local Officers, and recriminations against the Messrs. Palmer, in his contentions with whom the case had its origin.

The most material of the many allegations against Messrs. Read and Gouldsbury contained in these petitions have been re-introduced in the two memorials to Government which

It was referred to the Board, especially that bearing date the 10th February last.

The Petition of Mr. Gouldsbury was not one which the Board could properly dispose of. The case had been referred to the Commission of Enquiry, and the decision of the Commission on the allegations, however, not against Mr. Gouldsbury in all the Petitions did not appear to the Board to be of that tangible and substantial character which merited any special investigation. It will be observed that in the first orders issued by them they had pointed out and corrected the unauthorised and erroneous measures which had been adopted by Mr. Read in suspending Mr. Imlach, and in entering upon the investigation which was at the time commenced by him.

On a reconsideration of all the circumstances of the case, with reference to the representations at present before them, they see no reason to entertain any different opinion.

Fort William, } I have, &c.
Sudder Board of Revenue, } (Sg.) J. R. COLVIN,
The 11th May, 1835. } Secretary.

P. S. The two Petitions presented to Government by Mr. Imlach received with Mr. Macnaghten's letter under reply, are herewith returned.

(No. 727.)

Revenue.

To Mr. A. Imlach,

Sir,

I am directed by the Hon'ble the Governor of Bengal to acknowledge the receipt of two Memorials from you, dated respectively the 26th January, and 16th February last, to the address of the Governor General of India in Council, and to inform you, in reply, that his honor sees no cause to interfere with the jurisdiction of the competent Revenue Authorities in the matters to which your Memorials relate.

2. The original papers received with your Memorial of the first mentioned date, are herewith returned.

Fort William, } I am, Sir,
The 26th May, 1835. } Your most obedient servant,
Exd. J. W. } (Sd.) ROSS D. MANGLES,
 } Secy. to the Govt. of Bengal.

